
REQUEST FOR PROPOSALS
RFP NO. 02-2018
ELEVATOR MAINTENANCE, REPAIR & MODERNIZATION

OPENING: MARCH 28, 2018 AT 11:00 A.M.
PRE-PROPOSAL CONFERENCE: MARCH 1, 2018 AT 10:00 A.M.

BUYER: Shelley J. Liby, CPPB
PHONE: 410-313-6379 ▪ EMAIL: sjliby@howardcountymd.gov



HOWARD COUNTY, MARYLAND

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046
www.howardcountymd.gov/departments/county-administration/purchasing



Formal RFPs and RFP Results are available on our website

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**IMPORTANT: ADVISE THE ISSUING OFFICE IMMEDIATELY
IF ANY OF THE ABOVE SECTIONS ARE NOT ENCLOSED IN THIS DOCUMENT.**

SECTION A
KEY INFORMATION SUMMARY

RFP Number:	RFP 02-2018
RFP Name:	Elevator Maintenance, Repair & Modernization
Issue Date:	February 13, 2018
Buyer:	Shelley J. Liby, CPPB, Buyer
Pre-Proposal Date:	March 1, 2018 at 10:00 A.M.
Pre-Proposal Location and Registration:	Gateway Building, Purchasing Conference Room, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046. Please register by contacting Rebecca Coleman at rcoleman@howardcountymd.gov
Questions Due and to Whom:	Questions due no later than 4:00 p.m. on March 6, 2018 Submit questions to: sjliby@howardcountymd.gov Questions must be submitted to the Buyer at the email address listed above.
Proposal Due:	March 28, 2018 PRIOR TO 11:00 A.M. EST
Mail/Deliver Proposals to the Issuing Office:	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370 PLEASE REMEMBER THAT TECHNICAL AND PRICE PROPOSALS ARE TO BE PLACED IN <u>SEPARATE</u> SEALED ENVELOPES.
Agreement Term:	May 1, 2018 – April 31, 2019 with five (5) one year renewal options
Bid Deposit/ Performance Bond:	N/A
EBO Subcontracting Participation:	15% Goal

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact the Equal Business Opportunity Coordinator at 410-313-3694.

IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to bid opening. It is the potential Contractor's responsibility to visit the Office of Purchasing web site for updates to solicitations.

www.howardcountymd.gov/departments/county-administration/purchasing

SECTION B

PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions apply to all Purchase Orders issued by Howard County and are applicable to all purchases made as a result of this solicitation.

- 1 No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
- 2 The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
- 3 The terms and conditions of sale as stated in this Purchase Order govern in the event of conflict with any terms of the Contractor's bid, and are not subject to change by reason of any written or verbal statements by the Contractor or by any terms stated in the Contractor's acknowledgement without prior written authority from the Office of Purchasing.
- 4 If the price is omitted on the Purchase Order, except where the Purchase Order is given in acceptance of quoted prices, it is agreed that Contractor's price will be the lowest prevailing market price and in no event is this Purchase Order to be filled at higher prices than last previously quoted or charged without prior written authority from the Office of Purchasing.
- 5 If requested, the Contractor shall acknowledge the order promptly and provide a delivery date.
- 6 Invoices must show Delivery Address and Purchase Order number, and indicate if it represents partial or complete billing. Separate invoices must be rendered for each Purchase Order. Invoices shall include the following information:
 - 6.1 Contractor's name;
 - 6.2 Address;
 - 6.3 Federal tax identification number;
 - 6.4 Contract number, if applicable (the first two digits are 44XXXXXXXX);
 - 6.5 Purchase Order number (the first digit is 2XXXXXXXX);
 - 6.6 Contract line number, if applicable;
 - 6.7 Unit price and extended price (if applicable, the unit price must match a line on the Contract); and
 - 6.8 Description of goods provided and/or services performed.
- 7 The County has the right to refuse to make payment on any invoice unless and until verification of receipt by the County can be determined. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights.
- 8 No freight/delivery/fuel charges will be paid by the County unless specifically provided for in the Purchase Order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly packaged material will be charged to the Contractor.
- 10 The County reserves the right to cancel this Purchase Order or, any part thereof, without obligation, if delivery is not made or services completed at the time(s) specified.
- 11 This Purchase Order shall be governed and construed in accordance with the law of the State of Maryland without regard to any choice of law principles.
- 12 All deliveries and services furnished under this Purchase Order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the Contractor. If the County does not desire replacement, the Contractor shall issue a full credit.
- 13 Requirement as to Materials, Contractor's Responsibilities and Warranties:
 - 13.1 The Contractor warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this Purchase Order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees, upon request, to furnish the County a certificate of compliance in such forms as the County may require.
 - 13.2 The Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and Contractor agrees to indemnify and hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
- 14 The quantity of materials, and/or services, must not be exceeded without prior written authority from the Office of Purchasing.
- 15 Substitutions are not allowed without prior written authority from the Office of Purchasing.

- 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
- 17 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, the Contractor will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
- 18 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or properties, suits or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Purchase Order by the Contractor or anyone under agreement with the Contractor to perform duties under this Purchase Order. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials. Any property or work to be provided by the Contractor under this Purchase Order will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 19 Liability for Damage: If this Purchase Order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that:
- 19.1 Mechanic's Liens: The Contractor will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law.
- 19.2 Property and Casualty Losses: The work will remain at the Contractor's risk prior to written acceptance by the County and the Contractor will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatsoever.
- 19.3 Injury to Contractor's Personnel: The Contractor understands and agrees that they are the sole employer of all persons employed by Contractor to perform services under this Purchase Order and agrees on behalf of itself and its workers' compensation insurer that the County is not a dual employer of such personnel. If Contractor is hiring independent contractors or subcontractors to perform services under this Purchase Order, Contractor shall assure that all such persons are properly covered under Maryland workers' compensation law and will indemnify, save harmless and defend the County from all workers' compensation claims filed by such persons against the County.
- 19.4 Workers' Compensation Insurance: During the term of this Purchase Order, the Contractor will provide workers' compensation insurance in compliance with Maryland law for its employees and shall be responsible to verify workers' compensation coverage for all independent contractors and subcontractors. Contractor shall indemnify the County for any uninsured losses relating to contractual services under this Purchase Order and subsequent amendments.
- 20 Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor including any proceedings under the Chandler Act, or in the event of the appointment, with or without the Contractor's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.
- 21 Equal Employment Opportunity: The County requires that the Contractor not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, gender identity/expression, sexual orientation or personal appearance. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. The Contractor warrants that, within the previous 12 months, it has not engaged in unlawful employment practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
- 22 Material Safety Data Sheet (MSDS): If the work to be performed under this Purchase Order requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a MSDS must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 23 Termination
- 23.1 Termination for Convenience: The County may terminate this Purchase Order, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Purchase Order, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Purchase Order. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

SECTION C

GENERAL CONDITIONS

1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Office of Purchasing website.)
- 1.2 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.3 Buyer – The County’s Purchasing Representative for the resulting Agreement
- 1.4 Agreement – The Request for Proposal documents and any addenda, the Contractor’s response to this solicitation, and subsequent Purchase Orders
- 1.5 County – Howard County, Maryland
- 1.6 County Purchasing Agent – The Chief Administrative Officer for the County
- 1.7 Contractor – Any offeror; most often the successful offeror
- 1.8 Designee – Specifically appointed alternate signatory or decision maker
- 1.9 Equal Business Opportunity (EBO) – The County’s minority business enterprise program
- 1.10 Issuing Office – The Howard County Office of Purchasing
- 1.11 Offeror – Any entity that submits a response to this solicitation
- 1.12 Proposal – All information submitted by the Contractor in response to this solicitation
- 1.13 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.14 Request for Proposal (RFP) – All documents identified in the Table of Contents, including any addenda
- 1.15 Solicitation – The Request for Proposal
- 1.16 User Agency – County department or office for which goods and/or services are being purchased

2 RESERVATIONS:

- 2.1 The County Purchasing Agent or Designee reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent's or Designee's reasoned judgment, the public interest will be served thereby.
- 2.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
- 2.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices set forth in the proposal. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.
- 2.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's or Designee's judgment, be in the best interest of the County.
- 2.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.
- 2.6 The County Purchasing Agent or Designee may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.

3 COMPETITION:

- 3.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in this solicitation is for the purpose of designating a minimum standard of quality and type. Such

references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications unless otherwise stated in the solicitation.

- 3.2 A Contractor may offer only one price on each item. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor. Alternate bids are prohibited and will be rejected.
- 4 **PERIOD OF VALIDITY:** Unless otherwise specified, all formal proposals submitted shall be irrevocable for 120 days following the proposal opening date, unless the Contractor, upon request of the County Purchasing Agent or Designee, agrees to an extension. Bids may not be withdrawn during this period.
- 5 **DELIVERY:**
 - 5.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
 - 5.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the price offered, unless otherwise stated in the solicitation.
 - 5.3 The County Purchasing Agent or Designee reserves the right to charge the Contractor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent or Designee and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor.
 - 5.4 The County Purchasing Agent or Designee reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due.
- 6 **GOVERNING LAW:**
 - 6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
 - 6.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.
- 7 **PROTEST:** Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County's decision is final.
- 8 **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent or Designee shall be final and binding on all parties. All other disputes arising under or related to the Agreement will be resolved, to the extent possible, by negotiation and settlement between the parties. Pending resolution, the Contractor shall proceed diligently with performance of the Agreement unless otherwise directed in writing.
- 9 **AUTHORITY:** Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.

- 10 CASH DISCOUNTS: If applicable, cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.
- 11 UNIT PRICES: Unless the Contractor clearly shows that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly.
- 12 NON-WAIVER: Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 13 PATENTS: If applicable, the Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this Agreement which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 14 MARYLAND REGISTRATION: Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: www.dat.state.md.us/ or by calling 410-767-1184 or Toll Free 888-246-5941.
- 15 AVAILABILITY OF FUNDS: The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 16 INTEGRATION AND MODIFICATION: This solicitation, the Contractor's response to this solicitation, subsequent Purchase Order(s), and, if applicable, the legal Agreement represents the entire understanding between the parties. Any additions or modifications shall only be made in writing and executed by both parties.
- 17 NON-ASSIGNMENT OF AGREEMENT: Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- 18 AGREEMENT:
 - 18.1 The County and Contractor must execute an Agreement resulting from the award of this solicitation. This process typically takes approximately three weeks from the date the successful Contractor is identified. In order to expedite this process, a sample Agreement is attached for review as part of this solicitation. Exceptions, if any, to the County's Agreement (Exhibit I) must be noted in the proposal to be considered during evaluation. Exceptions to the County's Agreement may result in rejection of the proposal.
 - 18.2 Do not fill in or sign the sample Agreement attached as Exhibit I. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.
- 19 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

- 19.1 The County operates under a public information law, which permits access to most records and documents.
- 19.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the nonconfidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

20 COOPERATIVE PURCHASE:

- 20.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, schools districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.
- 20.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

- 21 ENVIRONMENTALLY PREFERABLE PRODUCTS: The County shall give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products. The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

22 AWARD NOTIFICATION:

- 22.1 Award notification will be by U.S. Mail, e-mail or fax or a combination thereof.
- 22.2 The awarded Contractor(s) will be required to return an Insurance Certificate naming. "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured, the executed Agreement* the completed EBO Schedule of Participation and a Maryland Registration Certificate of Good Standing.

*** As Offerors have had an opportunity to note Exceptions to the Agreement with their proposal submission, it is anticipated that execution of the Agreement will require minimal time. PLEASE BE SURE TO READ THE SAMPLE AGREEMENT, EXHIBIT I. PRIOR TO SUBMISSION OF YOUR PROPOSAL.**

23 TERMINATION:

- 23.1 Termination for Convenience: The County may terminate this contract, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be

considered just cause for termination of the contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

SECTION D

SPECIFICATIONS

- 1 BACKGROUND: Howard County, Maryland owns and maintains more than 120 buildings located throughout all geographic areas of the County. A variety of building types and uses are included in the building portfolio, they include: public safety, office, library, courthouse, community/nature center, maintenance and detention facilities. Currently, seventeen buildings have one or more elevators with two buildings also having chair lifts.
- 2 STATEMENT OF WORK: Howard County, Maryland, (the "County"), seeks a qualified vendor (the "Contractor"), to furnish complete maintenance of all vertical transportation units (elevators, dumbwaiters and lifts) in a first-class manner. The Contractor shall provide all labor, material, tools and supervision for the complete maintenance for all the vertical transportation units at each location as well as possible modernization of elevator units.
 - 2.1 General Maintenance: The Contractor shall furnish all material, replacement parts, labor, supervision, tools, diagnostics, solid state boards, software, supplies and other expenses necessary to perform a full maintenance service program, and repairs of every description, including inspections, adjustments, cleaning, tests as herein specified for all equipment under the contract. The Contractor shall provide complete full-maintenance coverage of all units. The Contractor shall maintain all elevators, vertical transportation equipment and accessories to comply with the requirements of the applicable ASME/ANSI A.17.1 safety codes for elevators and escalators and any other rules, ordinances or building codes that may apply. The ANSI Elevator Inspector Manual A.17.2 will be used as a guide to establish that the equipment is operating safely. The original specifications and/or NEII Standards of Performance in association with all current code standards will be the guide for performance criteria. Regular routine exams and maintenance examinations will be performed at a frequency of no less than monthly for all equipment and twice monthly for equipment located at the Roger Carter Community Center. Equipment shall require a minimum number of preventative maintenance hours a month as indicted on the Price Page. During examinations, the components are to be checked and all necessary work performed relative to cleaning, lubrication and adjustment of equipment. The Contractor must keep equipment in proper, safe, efficient and code-compliant operating condition, twenty-four (24) hours a day, seven (7) days a week. Maintenance hereunder shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to the equipment for maintenance. The Contractor shall maintain the equipment in proper adjustment for smooth, quiet operation. The services specified herein are considered minimum for all equipment. If specific equipment covered by the contract requires additional preventative maintenance for safe and reliable operation, as specified by the manufacturer or by ASME A17.1 standards, the Contractor shall perform the required additional preventative maintenance without added cost to the County.
 - 2.2 Work Included: The Contractor on a monthly basis will examine, inspect, clean and lubricate equipment of all units, and will keep the machine room enclosure(s) and all other equipment areas clean and free of dust and debris. It is understood and agreed that the cost of all repairs, renewals and replacements are included in the Contractor's monthly rates. The Contractor shall maintain, adjust, repair, restore, and replace all equipment of all the units, including all components thereof, except work required due to major vandalism (which is defined as vandalism damage that cannot be repaired or corrected by one mechanic within two (2) hours). The Contractor shall maintain the performance adjustments as indicated by the original manufacturer, modernized equipment specifications and as indicated in these specifications. The Contractor agrees to accept all units in their existing condition and assumes all responsibility for repairs, maintenance and replacement of unit equipment for the duration of the contract. The Contractor shall assure the units are in excellent condition at the end of the contract. Repairs, renewals and replacements of parts shall be equal in design, workmanship, quality, finish, fit, adjustment, operation and appearance to the original equipment. Replacements shall be new and genuine parts equal to those parts supplied by the manufacturer of the original equipment or its successor. The Contractor is responsible for and shall perform all semi-annual, annual, and periodic tests including all associated County and State fees. The Contractor shall be responsible for notifying the County, in writing, of the existence or development of any defects or repairs required to, the elevator and/or lift equipment which they do not consider to be their responsibility under the terms of the contract. The Contractor shall furnish

the County with a written estimate of the cost to correct any such defects or make the required repairs. The County reserves the right to make the final determination concerning the responsibility for such defects, corrections or repairs. The Contractor shall be responsible for giving immediate notice to the County of any condition which is discovered that may present a hazard to either the equipment or passengers. The Contractor shall be responsible for full maintenance of all portions of the unit equipment, and will repair or replace as needed all components of the unit equipment not specifically excluded, including but not limited to:

2.2.1 Traction Elevators:

- 2.2.1.1 Machine: Worm and gear, gearless armatures, castings, pinion gear, thrust bearings, main bearings, lateral bearings, shafts, drive, secondary and compensation sheaves, sheave shafts and bearings, brake pulley and brake coil, brake shoes and linings brake pins and brake contacts, sound isolation, and all other machine component parts.
- 2.2.1.2 Motor and generator windings, rotating element, commutator, bearings, field coils, armature and stator, shaft, collector and slip rings, rotor, motor bearings. SCR drives, AC drives, transformers, choke panels. Controller, selector & dispatching equipment: All relays, rectifiers, solid state components, boards, resistors, condensers, transformers, contacts, conductors, dash pots, timing devices, selector switches, computer devices, steel selector tape, mechanical and electrical driving equipment, coils, solenoids, resistance grids, magnets and inductors, switch assemblies, and springs, microprocessors, transducers and printed circuit boards, wire and cable, arc deflectors, fuses, electronic tubes, battery lowering devices, emergency power related equipment operation of elevator, all software and CRT monitors.
- 2.2.1.3 Governor: Governor sheave and shaft assembly, bearings, contacts and governor jaws, pit sheaves and switches. Hoistway door interlocks, contacts and hangers, bottom and side door guides, auxiliary door closing devices, tracks, cams, rollers, locks and contacts, air cord, chains, electric and mechanical closers, motors, straps, arms, operators, linkages vision panels, pulleys, safety devices, motors, switches, motors, relays, fuses, controllers and all parts, ropes, linkages, motor room and pit equipment.
- 2.2.1.4 Deflector, compensating and secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, adjustment shorting, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibs, slowdown switches, leveling switches and associated cams and vanes, electronic components and steel tape assemblies, car and counterweight 2:1 sheaves.
- 2.2.1.5 Automatic power operated door operators, car door hangers, car door contacts, door protective devices, tracks, door clutch mechanism, closers and closer arms, load weighing equipment, car frame, car safety units, platform, wood platform flooring, elevator car guide shoes gibs or rollers, cab steadying plates, car door gibs, elevator cabs tops and car gates (vertical and collapsing). The intercommunication system and all related wiring in its entirety. Replace all wire ropes as often as is necessary to maintain an adequate factor of safety as listed in A.S.M.E. Code A17.1 to equalize the tension on all hoisting cables. The Contractor shall also shorten the wire ropes as required to maintain the legal counterweight and related equipment clearances. Replace and repair as required traveling conductor cables including car, hoistway and machine room wiring, including the conductors extending from the main line switches to the controllers. The mainline switch together with fuses for same are excluded. Contractor shall be responsible to re-lamp all indicator and lighting fixtures in the pit, machine room, car and hoistway. Cab lighting is excluded. The Contractor will be responsible for fixture contacts, pushbuttons, key switches,

locks, lamps and sockets of button stations (car and hall) lanterns, position indicators (car and hall), direction indicators, re-lamp signal equipment including hall lanterns, position indicators, car and hall stations, traffic directory stations, lobby indicator panels, intercom systems, alarm bells, fire related controls, emergency operations, monitoring systems, intercom systems, wiring and traveling cables.

- 2.2.1.6 Examine all safety devices and governors and as required by local jurisdiction perform a full load, full speed test of safety mechanism, overhead speed governors, car and counterweight buffers. Car balance shall be checked and the governor will be recalibrated and sealed for proper tripping speed and tagged. All tests will be conducted in accordance with the provisions of the American National Safety Code, for Elevator and Escalators ANSI/ASME A17.1 Current edition and local municipal codes having jurisdiction. The Contractor will file all tests with local jurisdiction. The Contractor shall provide, as required, one technician to assist consultant or inspector for performance of any mandated, periodic, routine or full or no-load test. The Contractor shall provide thirty days' notice to the County prior to performance of any test performed by others.
- 2.2.1.7 Guide rails shall be kept free of dust and rust. Where roller guides are used, rails shall be kept dry and properly lubricated when sliding guides are used. Replace guide shoe rollers and gibs as required to insure smooth and satisfactory operation. Periodically examine rail brackets for tightness of bolts and nuts. File any rough surface, or gouge which may appear due to action of the safety devices, shorten rails as required to assure proper clearance at top and bottom of shaft.
- 2.2.1.8 Furnish and utilize lubricants, consisting of oils, greases, and compounds, blended specifically for elevator equipment. They shall be of the highest quality, and consistency for the purposes employed, and the parts, to which applied. The applicable operating oil shall be developed specifically for hydraulic elevators. Cleaning compounds, waste cloths, and other materials, are to be supplied with the understanding that the cleaning agents employed shall not be flammable or noxious. This material shall always be stored in approved metal containers provided by the Contractor. All documentation on stored compounds required by the County shall be supplied by the Contractor. All storage shall be kept neat and clean.
- 2.2.1.9 All replacement parts shall be new and specifically designed for the elevators on which they are to be used.
- 2.2.1.10 The Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed, with proper insulating compounds as recommended by the motor manufacturer. Cleaning and refinishing of the interior of the cars and exterior of hoistway door frames are excluded from this Contract.
- 2.2.1.11 The Contractor shall maintain all elevator equipment in hoistways, including rails, inductors, hatch door hangers and tracks, machine rooms, secondary levels, and pits and assigned Contractor work space in a clean orderly condition, free of dirt, dust and debris, pits and machine spaces shall be kept dry and clean, this work shall be done at least annually.

- 2.2.2 Hydraulic Elevators: All material which pertains to hydraulic elevators included and listed above in the traction elevator section is included in this section. Also included are: Pump units, impellers, shafts, bearings, seals, operating valves, leveling valves, manifolds, mufflers, manual lowering valves, strainers, reservoir, solenoids, transmission sheaves, and drive belts.

- 2.2.2.1 Motor, stator windings, rotors, slip rings, motor bearings.
- 2.2.2.2 Plunger, packing, wiper rings, lantern rings, “O” rings.
- 2.2.2.3 Repair, renew or replace oil hydraulic tanks, valve screens, filters, pumps, motors, belts, fittings, above ground piping and supports, packing’s, O rings, cylinder head assemblies, pistons and isolation equipment.
- 2.2.2.4 Ground piping and supports, packing’s, “O” rings, cylinder head assemblies, pistons and isolation equipment.
- 2.2.2.5 All piping, fittings and accessories, such as vibration dampers, silencers, etc., between the pumping plant and the jack unit. Underground piping not included. Power plant (complete), consisting of its enclosure, pump, motor power transmission elements between the pump and motor, valves (of every kind), strainer, mufflers, gaskets, and all other accessories.
- 2.2.2.6 The Contractor will supply necessary hydraulic fluid.
- 2.2.2.7 The Contractor will repair or replace operating valves, motors, motor windings, pumps, pump motors, leveling valves, hydraulic fluid tanks, hydraulic motors, and entire jack unit excluding underground cylinders and piping.
- 2.2.2.8 Hydraulic pressure tests as required by code are included in the contract. Any additional elevator tests required by municipality authority having jurisdiction and/or State of Maryland Department of Labor, Licensing and Regulation (DLLR) over the elevators are included in the contract.
- 2.2.2.9 Car buffers, car guide rails, top and bottom limit switches, leveling switches and associated cams and vanes, electronic components and steel tape assemblies.
- 2.2.2.10 Roped Hydraulic Elevators: Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws, switches, governor tension sheave assembly, sheaves, sheave bearings and assemblies.
- 2.2.2.11 Roped Hydraulic Elevators: Renew all hoist ropes and governor ropes, as often as is necessary to maintain an adequate factor of safety. Equalize the tension on all hoisting cables. The Contractor shall also shorten the wire ropes as required to maintain the legal equipment clearances. Whenever wire ropes are replaced or shortened, only wedge-type shackles shall be used if applicable. Any modifications or permits necessary to achieve this result shall be the responsibility of the Contractor.
- 2.2.2.12 Roped Hydraulic Elevators: Examine all safety devices and governors and conduct annual no load tests. Each fifth year, perform a full load, full speed test of safety mechanism, overhead speed governors, and car buffers. Car balance shall be checked and the governor recalibrated and sealed for proper tripping speed and tagged. All tests will be conducted in accordance with the provisions of the American National Safety Code for Elevator and Escalators ANSI/ASME A17.1 Current Edition as the same may be amended, supplemented or substituted, and in accordance with all applicable laws and codes.
- 2.2.3 Additional Equipment Coverage: All other materials, seismic triggers, derailment devices and collision switches solid-state components and equipment not mentioned above which are part of the elevator installation are included in the contract. Any types of devices whose components are not specifically identified but are identified in the list of devices covered under the scope of this solicitation, such as wheelchair lifts, sidewalk elevators, dumbwaiters, etc., shall be covered by the Contractor without additional charge

for maintenance, inspection, testing, repair and replacement of all components not specifically excluded herein.

- 2.2.4 Maintenance Schedule: The Contractor will ensure that all units operate safely and in accordance with the performance standards identified herein and will use its professional judgment and expertise in so doing and provide additional performance standards and procedures deemed necessary per their professional judgment. The performance of this program requires that the hours allotted each month, on each elevator unit, be combined and consecutively arranged to allow for a continuous presence at the buildings in the execution of the scheduled tasks, chores, and assignments. This would allow the maintenance activities to be confined over a definite prescribed period of time, in days, rather than spread the coverage over many days, with minimum hours per day. Example: 2 hours per elevator per month x 2 units = 4 hours of maintenance hours per month. Maintenance shall be performed as convenient as not to interrupt normal building operation and traffic flow. The Contractor shall issue documentation listing total number of hours for maintenance each month per elevator. This document becomes part of the contract. In performance of the services hereunder, and not to take away from the Contractor's professional judgment, skill and expertise, the Contractor shall make, at a minimum, the following scheduled inspections, checks and services to each of the units and all their individual components, and at the indicated frequencies as further specified.

- 2.2.4.1 Unit Tasking: These tasks are the minimum requirements, in addition to all tasking as required by ASME A17.1 and shall be at no additional cost to the County.

2.2.4.1.1 Monthly:

- 2.2.4.1.1.1 Ride each elevator and;
- 2.2.4.1.1.2 Visually observe car leveling in both directions and door preopening;
- 2.2.4.1.1.3 Observe car door operation and test reversing device;
- 2.2.4.1.1.4 Observe each hoistway door operation;
- 2.2.4.1.1.5 Test Alarm button/Stop switch operation;
- 2.2.4.1.1.6 Test two-way communication;
- 2.2.4.1.1.7 Observe car ventilation fan for unusual noises;
- 2.2.4.1.1.8 Observe car ride quality from top-to-bottom for unusual noises and quiet, smooth car guide operation;
- 2.2.4.1.1.9 Observe door opening and closing quality for unusual noises and quiet smooth operation, observe acceleration, deceleration and stopping profiles;
- 2.2.4.1.1.10 Check operation of door restrictor;
- 2.2.4.1.1.11 Check door gibs and gaps of doors and jams;
- 2.2.4.1.1.12 Check sill and clean debris;
- 2.2.4.1.1.13 Check nudging operation;
- 2.2.4.1.1.14 Tour each machine room;

- 2.2.4.1.1.15 Observe operation of all controllers and rotating equipment;
- 2.2.4.1.1.16 Check floor for leaks - investigate as necessary;
- 2.2.4.1.1.17 Inspect communication on all rotating equipment;
- 2.2.4.1.1.18 Review recorded controller and drive faults;
- 2.2.4.1.1.19 Inspect all safety devices;
- 2.2.4.1.1.20 Observe oil level in reservoir;
- 2.2.4.1.1.21 Listen for noises indicating advanced bearing wear or imminent failure;
- 2.2.4.1.1.22 Inspect all relays, contacts and/or shunts;
- 2.2.4.1.1.23 Check and replace brushes as needed;
- 2.2.4.1.1.24 Investigate error logs, remedy repeat errors and document results;
- 2.2.4.1.1.25 Check commutator on rotating equipment if applicable;
- 2.2.4.1.1.26 Check valves and pumping unit for proper function;
- 2.2.4.1.1.27 Perform review of all machine room equipment;
- 2.2.4.1.1.28 Lubricate as required by OEM;
- 2.2.4.1.1.29 Inspect motor starter contacts;
- 2.2.4.1.1.30 Inspect brush lengths;
- 2.2.4.1.1.31 Change brushes as necessary;
- 2.2.4.1.1.32 Blow off brush rigging - clean filters;
- 2.2.4.1.1.33 Empty and/or clean drip pans;
- 2.2.4.1.1.34 Inspect relay shunts and contacts and replace as necessary;
- 2.2.4.1.1.35 Wipe off all rotating equipment;
- 2.2.4.1.1.36 Check secondary equipment;
- 2.2.4.1.1.37 Lubricate as required by OEM;
- 2.2.4.1.1.38 Clean as necessary;
- 2.2.4.1.1.39 Listen for noises indicating advanced bearing wear or imminent failure.
- 2.2.4.1.1.40 In the hoistway, inspect operation of interlocks and door restrictors;

- 2.2.4.1.1.41 Verify proper operation of car lights;
- 2.2.4.1.1.42 Verify proper operation of call registration lamps;
- 2.2.4.1.1.43 Verify proper operation of hall lantern lamps;
- 2.2.4.1.1.44 Clean pits;
- 2.2.4.1.1.45 Clean outsides of smoke and heat detectors;
- 2.2.4.1.1.46 Clean sprinkler heads;
- 2.2.4.1.1.47 Clean, Lubricate, and adjust pit equipment;
- 2.2.4.1.1.48 Check door operator belts, chains, and linkage, lubricate as necessary;
- 2.2.4.1.1.49 Inspect hoist and governor ropes, springs and 2 to 1 sheaves;
- 2.2.4.1.1.50 Conduct Fire Service Testing Phase I and Phase II, elevator mechanic to do monthly and to make sure logs are in machine room and up to date;
- 2.2.4.1.1.51 Inspect hydraulic piston for proper functioning and oil reservoir for leakage.

2.2.4.1.2 Quarterly:

- 2.2.4.1.2.1 Measure stopping accuracy at all floors;
- 2.2.4.1.2.2 Service door operator;
- 2.2.4.1.2.3 Clean car tops;
- 2.2.4.1.2.4 Clean car ventilation fan;
- 2.2.4.1.2.5 Clean, adjust and lubricate roller/slide guides assemblies;
- 2.2.4.1.2.6 Check door closing force;
- 2.2.4.1.2.7 Clean and/or turn and undercut commutators;
- 2.2.4.1.2.8 Clean machine rooms;
- 2.2.4.1.2.9 Check all pit switches;
- 2.2.4.1.2.10 Check tail sheaves and comp sheaves;
- 2.2.4.1.2.11 Inspect hydraulic piston for proper functioning and oil reservoir for leakage;
- 2.2.4.1.2.12 Conduct motor inspection for chair lifts;
- 2.2.4.1.2.13 Conduct lift mechanism inspection for chair lifts;
- 2.2.4.1.2.14 Test controller connections and tighten where necessary.

2.2.4.1.3 Semi-Annually:

- 2.2.4.1.3.1 Inspect and observe general governor operation;
- 2.2.4.1.3.2 Test and adjust upper and lower limit thermostats for oil reservoir heaters;
- 2.2.4.1.3.3 Inspect buffers for damage and check oil levels.

2.2.4.1.4 Annually:

- 2.2.4.1.4.1 In the machine room; Blow out rotating equipment;
- 2.2.4.1.4.2 Clean all controller components;
- 2.2.4.1.4.3 Drain and flush gear case – replace gear oil with new, clean oil;
- 2.2.4.1.4.4 Disassemble, clean and service brake;
- 2.2.4.1.4.5 Set brake spring tension per code;
- 2.2.4.1.4.6 Measure field and armature resistance to ground in megohms, record readings and make readily available;
- 2.2.4.1.4.7 Test overloads;
- 2.2.4.1.4.8 In the hoistway; Conduct slow-speed safety test;
- 2.2.4.1.4.9 Conduct slow-speed buffer test;
- 2.2.4.1.4.10 Conduct bypass pressure relief test;
- 2.2.4.1.4.11 Conduct cylinder leakdown test;
- 2.2.4.1.4.12 Measure the following performance profiles and adjust to within specified tolerances where measurement deviates from specified values;
- 2.2.4.1.4.13 Door opening time;
- 2.2.4.1.4.14 Door closing time;
- 2.2.4.1.4.15 Hall call door dwell time;
- 2.2.4.1.4.16 Car call door dwell time;
- 2.2.4.1.4.17 Reopened door dwell time;
- 2.2.4.1.4.18 Nudging delay time;
- 2.2.4.1.4.19 Floor-to-floor time;
- 2.2.4.1.4.20 Brake-to-brake time;
- 2.2.4.1.4.21 Door stall pressure;
- 2.2.4.1.4.22 Car speed;

- 2.2.4.1.4.23 Acceleration/deceleration profiles;
 - 2.2.4.1.4.24 Door operating quality;
 - 2.2.4.1.4.25 Stopping accuracy;
 - 2.2.4.1.4.26 Test phase I/phase II fire service operation for all elevators after hours;
 - 2.2.4.1.4.27 Perform annual no load test and 5-year full load tests, as required on traction elevators;
 - 2.2.4.1.4.28 Initial full load safety test and overload brake system test to be performed immediately following correction of deficiencies noted in EXHIBIT No. III;
 - 2.2.4.1.4.29 Perform annual pressure test for hydraulic elevators.
- 2.3 Work Not Included: The Contractor shall not be responsible to make adjustments, replacements or repair for the machine room enclosure, machine room lighting, machine room ventilation, cab interiors, cab ventilation, cab lighting, cab flooring, underground hydraulic cylinders, underground piping, hoistway enclosure, hoistway entrance frames, hoistway entrance door panels (unless repairs are needed due to lack of proper adjustment), sills, electrical feeders, mainline disconnects, auxiliary disconnects, smoke sensors, fire alarm system, communication system not installed by the Contractor, signal system faceplates and negligence/misuse (major vandalism) of the equipment. The Contractor will also not be responsible for the cleaning of the cab interiors, hoistway entrances and signal fixture faceplates. Note: The Contractor is responsible for cleaning the sills of the hoistway entrances during daily, weekly and monthly maintenance.
- 2.4 Labor: The Contractor shall provide a set number of certified, trained personnel (maintenance mechanics and helpers) as indicated on the price page for the proper preventative maintenance during the term of the contract. Each personnel must have a minimum of ten (10) years' experience servicing elevator equipment. The Contractor shall provide one (1) administrator to work on invoice preparation, contract documentation, meetings and scheduling. Each mechanic that is sick, on leave, on vacation or missing work for any reason shall be backfilled with a specific fill-in mechanic as identified in the Contractor's proposal. Preventative maintenance hours do not include callback hours, testing hours, repair hours or hours for work not included on the price page. Annual and five-year testing hours are to be included in the contract and a specific team and/or hours each year are to be delegated to the proper mechanic or team of mechanics listed in the Contractor's proposal. Testing is to be separate from maintenance tasking and labor hours and mechanics are to be listed specifically for testing and maintenance. All personnel shall be qualified to keep the elevator equipment properly maintained, adjusted and in safe operating condition and in compliance of all regulations and requirements of all governing bodies. All work shall be performed in a thorough first-class and workmanlike manner to the satisfaction of the County. Only upon prior authorization in writing by the County shall any additional personnel be assigned by the Contractor to the site during the regular workday. Any such work shall be billed at straight time only. Invoices for this work will not be honored unless written authorization is on file. The Contractor shall provide all the equipment necessary (including proprietary and testing equipment) to maintain and repair elevators, including all handicap units, and lifts at no additional cost to the County. The Contractor shall provide all labor and material required to maintain local and remote elevator monitoring equipment operating properly, as specified by the manufacturer. Proposers shall submit detailed preventative maintenance schedules as recommended by the respective equipment manufacturers. These schedules shall outline operations and frequencies of the same to be performed on each piece of equipment. The completion of the same shall be properly noted in the log.
- 2.5 Emergency Operation Testing: The Contractor will test Firefighter's Service Operation Testing (monthly) and Standby Power Operation Testing and Life Safety Testing (annually). Where applicable and required by ASME 17.1, the building emergency power system and car interior emergency lighting system shall be tested per local code requirements for proper operation.

Coordination of tests is mandatory and to be accomplished during regular hours in coordination with the respective building systems at no additional cost. The Contractor will schedule the tests on a date and time approved in advance by the County.

- 2.6 Inspections: As part of its services herein, the Contractor will also perform and/or participate in all tests and inspections as required by the County, federal, state or local governmental authorities. The Contractor will aid and safely assist the Inspector in performing all required tasks of the inspection. These inspections shall include a report with recommendations and shall include any local code which mandates inspections by approved qualified agencies (QEI) with all required filing fees and associated costs, and shall be performed in conjunction with the applicable mandated tests under the terms of the contract without extra charge. All inspection reports shall be provided in writing to the County within three (3) days of completion. Operating permits and special permits required by any jurisdiction will be paid by the County and the Contractor agrees to notify the County in advance as to the jurisdictions where such permits are required. The County reserves the right to make such observations, inspections and tests, or to have a third party selected by the County, conduct such inspections and tests whenever it deems necessary or appropriate to ascertain that the requirements of the contract are being fulfilled. Any deficiencies noted by the County shall be corrected by Contractor at Contractor's expense within ten (10) days. If Contractor fails to perform the services pursuant to the contract in ten (10) days, the County may perform or cause to be performed all or any part of the services required hereunder. Contractor agrees to reimburse the County for the costs of any such work incurred by the County or, at the County's election, the County may deduct the costs of such work from any sums owing to the Contractor. The County will pay fees for regular inspections. The Contractor will pay for fees for re-inspections due to deficiencies covered by this contract. At the option of the County there shall be a yearly or semi-yearly joint inspection by representatives of both parties to the contract to verify fulfillment of the contract terms and requirements. The specific time shall be mutually agreed upon and the Contractor shall have such equipment and personnel available as required to conduct complete examination of all systems. Inspection shall include verification of design speed and loads of all units. The Contractor shall correct any deficiencies at its own expense and shall not permit the time and man power required for such corrections to detract from its ongoing required maintenance work during regular hours of service. The cost of any such inspection and examination shall be included as part of regular maintenance.
- 2.6.1 Not less than forty-five (45) days prior to the expiration of the contract, the Contractor shall thoroughly inspect all elevator equipment to determine its condition and whether it is performing properly and at its highest peak of efficiency. Any defects found or replacements required, as a result of this inspections, shall be corrected or made by the Contractor at his/her own expense prior to the termination of this contract.
- 2.6.2 The Contractor further agrees to perform such tests as required by the State of Maryland Elevator and Escalator Department and provide a certified written condition report at no additional cost to the County.
- 2.7 Subsequent Requirements: The Contractor will not be required to make tests, other than those included in the contract, or install new devices on the equipment which may be recommended or directed by the County, federal, state, municipal or other authorities unless compensated for such installation.
- 2.8 Possession of Equipment: The County as the owner of the building(s) will retain control and the ownership of all equipment. The Contractor will be responsible for the work procedures and operation. The County is responsible to provide a safe working place for the Contractors' employees. The Contractor shall promptly notify the County should an unsafe condition become apparent. The County will notify the Contractor of any known operational problems, malfunctions and accidents. All elevator equipment is to be maintained by the Contractor, all software maintenance relating to the elevators is the responsibility of the Contractor, to be maintained with updates to current equipment and any installed software shall be provided at no additional cost to the County.
- 2.9 Access to Equipment: The County will allow the Contractor uninterrupted access to the equipment for maintenance and a reasonable time to perform maintenance and repairs.

- 2.10 Coordination: The Contractor will give the County no less than seventy-two (72) hours advanced written notice when a unit will be removed from service for maintenance, repairs, inspections and testing, explaining the extent of the repairs and indicating when the unit will be returned to service. Work will be performed to minimize the impact on the operation of business, the operation of the building and the operation of any tenants in the building. Any unit which is out of service for four (4) hours or more shall be reported to the County with an explanation as to the extent of the problem and indicating when it will be resolved.
- 2.11 Barricades: The Contractor will erect barricades when a unit is removed from service. Barricades will be provided by the Contractor, subject to approval from the County.
- 2.12 Cleaning: The Contractor will at all times keep machine spaces, car tops and pit areas free from accumulation of oils, greases, fluids, dirt, debris, waste materials and rubbish. The County reserves the right to remove the rubbish, clean the areas or replace the defaced material and deduct the cost from the monthly amount due. Three months prior to each anniversary date of the contract, the Contractor will thoroughly clean down the entire hoistway of all accumulated dirt, grease, dust and debris. All waste will be discarded by the Contractor in compliance with all laws and codes at Contractor's expense. The Contractor will keep the equipment areas in clean condition. Cleaning compounds, waste, cloths and other materials necessary are to be supplied by the Contractor and will be kept properly sealed to prevent leakage and stored in metal cabinets. It is understood and agreed between the parties that cleaning agents employed will not be flammable or noxious.
- 2.13 Painting: The Contractor shall keep the exterior of the machinery and any other parts of the equipment, subject to rust, properly painted, identified and presentable at all times. Motor windings and controller coils shall be periodically treated with proper insulating compound. The elevator machine room(s) and all storage areas will be painted with good quality deck enamel once a year three months prior to the anniversary date of the contract.
- 2.14 Performance Evaluations:
- 2.14.1 Contractor will conduct quarterly evaluations of the elevator equipment in the presence of the County. The evaluations for the elevators includes: car speed, door operations, ride quality, car leveling, floor-to-floor time and system operation, including traffic handling and response time. Following such evaluations, the Contractor will perform adjustments, repairs, or replacements required to maintain manufacturer's operating performance. A copy of the Contractor's evaluations will be presented to the County on a quarterly basis.
- 2.14.2 During the first six months of the contract term, and quarterly thereafter, the Contractor will accomplish the following operational quality improvements to all elevators. The Contractor and the County agree that in the event the Contractor does not accomplish the following operational quality improvements, prior to the end of the sixth month of the initial contract term, then the County shall have the option to declare a breach of this contract and initiate termination process.
- 2.14.2.1 Clean and adjust to proper operation all door interlocks (elevators only).
- 2.14.2.2 Clean and adjust to proper operation all door operators and door relating mechanisms (elevators only).
- 2.14.2.3 Vacuum and clean all controllers and replace all worn controller contacts and shunts.
- 2.14.2.4 Blow out or vacuum and dust, clean and properly lubricate all rotating equipment.
- 2.14.2.5 Clean machine rooms and pits.

- 2.14.2.6 Install metal, lockable parts cabinet in elevator machine rooms (elevators only).
 - 2.14.2.7 Insure that each elevator system is operating in accordance with agreed upon performance specifications. These performance specifications shall be mutually agreed to by the Contractor and the County.
 - 2.14.2.8 Time tickets for all work performed will be submitted to the County or designee for approval. This may be accomplished by electronic means at the County's discretion. Time tickets will indicate the date, start time, finish time, total hours worked, activity(s) performed, unit(s) which received the work, the names of the maintenance personnel who performed the work, and whether any portion of the work performed is not included in the contract.
 - 2.14.2.9 For the performance of major repair work; provide separate repair personnel to ensure regular maintenance personnel may continue with their preventative maintenance activities.
 - 2.14.2.10 A permanent record of inspection, maintenance, lubrication, testing, repair, replacement and callback service for each elevator, shall be kept in the elevator machine rooms and in the County's office. These records will be available daily to the County and reviewed at the end of each month. The records will indicate the reason the mechanic was in the building, arrival and departure time, the work performed, etc., and at the termination of the contract, all records will be the property of the County.
 - 2.14.2.11 Approximately six (6) months prior to the end of the contract term, the County will make a thorough maintenance inspection of all elevators covered under the contract. At the conclusion of this inspection, the County shall give the Contractor written notice of any deficiencies found. The Contractor shall be responsible for correction of these deficiencies within thirty (30) days after receipt of such notice. If items are not remedied, the County will hold all receivables until all items are completed.
 - 2.14.2.12 Prior to leaving the building, upon completion of the maintenance services for that month, the elevator mechanic is to verify that all units are operating properly, and log all maintenance activities. Any unit that is left off-line must be done with the County's approval.
 - 2.14.2.13 Each month, the Contractor will submit to the County a report of all callbacks and corrective actions taken.
- 2.15 Performance Requirements: The Contractor shall maintain the efficiency, safety and operating characteristics as originally designed and installed by the manufacturer of the elevators and equipment within limits of all applicable codes. The following requirements will be maintained regardless of load on the elevators or direction travel while providing smooth and quiet operation, including acceleration, deceleration, stopping, ride and door operation;
- 2.15.1 Speed: Will be maintained within 3% for traction elevators and 10% for hydraulic elevators.
 - 2.15.2 Flight Time: Will be maintained at or below OEM and/or industry standards. The time will be measured from the start of the doors closing until the elevator is stopped at the next typical floor with the doors open two-thirds of the way.
 - 2.15.3 Door Motion Times: Doors will open and doors will close at OEM and/or industry standards within current code.
 - 2.15.4 Stopping Accuracy: Will be maintained within 1/4".

- 2.15.5 Vibration: The elevators will operate smoothly, with less than 10 milli-g horizontal and vertical acceleration peak-to-peak, less than 4.0 feet per second-squared vertical acceleration and deceleration and less than 6.0 feet per second-cubed vertical jerk.
- 2.15.6 Noise: Under 60 dbA for the elevator equipment measured inside the elevator.
- 2.16 Parts: The Contractor shall maintain an inventory of shelf items to be used in the regular repair and maintenance of the elevators. At the end of the contract term, the County reserves the right to purchase any and all quantities of the shelf items remaining in the Contractor's inventory. Shelf items purchased and owned by the County shall remain in inventory for the County. The Contractor will provide only genuine parts supplied by the original manufacturer of the equipment for replacement or repair. Equivalent parts may be used if approved in writing by the County or if the original manufacturer no longer makes the parts. Alternates or substitutions shall be subject to the County's approval, unless otherwise specified. All items shall be subject to inspection by the County, prior to approval. If supplies of parts are becoming rare, the Contractor must make all necessary accommodations to gain access to these parts to keep the equipment running and free from downtime. There is no provision for obsolete parts. All necessary replacement parts to keep the elevators running efficiently and effectively is what is necessary.
- 2.17 Lubrication: The Contractor shall lubricate all mechanical parts only with lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent lubricants may be used if approved in writing by the County or if the original manufacturer no longer makes the lubricants. The Contractor shall lubricate all mechanical parts recommended to be lubricated by the original manufacturer of the equipment or to otherwise lubricate as often as required and in the manner specified by said manufacturer. All lubricants and combustible liquids shall be stored in a metal cabinet in the machine room and the Contractor shall dispose of such lubricants and combustible liquids in accordance with all laws (federal, state, and local) for the handling of hazardous materials at the Contractor's expense.
- 2.18 Parts Cabinets: The Contractor is responsible to provide a lockable cabinet in each machine room for housing the necessary small parts and supplies needed to adequately service the units and mitigate downtime. At a minimum, the Contractor shall provide clean rags, relay parts, controller boards, contacts, door equipment and fuses stored in the cabinet. No parts will be stored in the controller cabinets.
- 2.19 Parts Availability: The Contractor shall provide sufficient spare parts at the location or readily available (within one hour) for replacement, except those required for major repairs. In addition to the minor spare parts maintained at the site, the Contractor shall have available, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator system. The inventory shall include, but not be limited to, the following:
- 2.19.1 Lamps, minimum two each type;
 - 2.19.2 Door operator motors and gear reduction units;
 - 2.19.3 Transformers and rectifiers for each type and size used;
 - 2.19.4 Relays and switches, minimum one of each type;
 - 2.19.5 Generator and motor brush sets for each type and size used;
 - 2.19.6 Generator rotating elements;
 - 2.19.7 Controller and selector switch contacts and coils for each size and type used;
 - 2.19.8 Selector tapes and encoders (when used);
 - 2.19.9 Door interlocks and related apparatus;

- 2.19.10 Complete set of all wiring diagrams and schematics;
- 2.19.11 Car door photo electric safety device;
- 2.19.12 Hanger rollers for both car and landing doors;
- 2.19.13 Limit switches and terminal stopping switches;
- 2.19.14 Roller and shoe guides for cars and counterweights;
- 2.19.15 Provide solid state control boards, cards, software and diagnostic tools or instruments (one set per bank);
- 2.19.16 Door guide shoes, gibs and/or rollers;
- 2.19.17 Machine bearings and field coils;
- 2.19.18 Armature and Stator complete with windings for all motors;
- 2.19.19 Brake magnets, cores, coils, and related items for repair of the brake system;
- 2.19.20 Drive units, transformer and choke panel;
- 2.19.21 Generator armature.
- 2.20 Tools: The Contractor shall have all tools readily available, within one hour, to repair the units except those required for major repairs.
- 2.21 Contractor Employees: The Contractor shall provide qualified field personnel, mechanics and helpers to maintain and repair the equipment, and supervisory personnel will be under the direct employment of the Contractor. Field personnel will wear uniforms which bear the Contractor's name/emblem. Uniforms will be maintained in a neat and clean condition at all times. All Contractors' employees will have photographic identification cards as prepared by the Contractor. The County may request changes in personnel performing work during the term of the contract.
- 2.22 Overall Unit Adjustments: The Contractor shall maintain the efficiency, safety and operating characteristics as originally designed and installed by the manufacturers of the equipment.
- 2.23 Testing: All fire life safety, emergency power, Category 1, Category 3 and Category 5 testing is included in pricing. All service and repair work shall be performed and executed in compliance and conforming to the regulations and directions of the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving walkways, ANSI/ASME A17.1 and CSA-B44, latest edition. Periodic inspections and tests of the elevators, as required by this code, as well as safety ordinances in effect by local governmental jurisdictions, are to be carried out and discharged by the Contractor.
 - 2.23.1 The Contractor shall provide personnel who are thoroughly familiar and well informed with the equipment to perform, accomplish, and complete each test. This shall be preceded by an examination, investigation and checking of each safety device namely; governors, buffers, safety mechanism, etc. The Contractor shall implement formal safety tests and inspections as required, detailed, planned, and outlined in the ANSI/ASME A17.1 and CSA-B44 Code.
 - 2.23.2 Produce monthly tests of each of the Elevator's Fireman's Recall Emergency Service System. All reports are to be kept in the machine rooms per code.
 - 2.23.3 Time intervals shall be scheduled, achieved, and consummated by this contract for all devices as required by A.S.M.E. A17. and CSA-B44 code standards. Confirmation of all

tests and forms filed on behalf of the County shall be forwarded to the County within three (3) working days of the procedure.

- 2.23.4 After tests have been performed, all load weighing devices, etc., shall be checked and adjusted as required to meet manufacturer's recommendations. All seals or settings of equipment, if altered, shall be properly replaced or set. Cars shall not be placed in service until all tests, checks and adjustments are complete and elevators are in proper and normal working conditions. The Contractor shall repair any damage to the building elevator equipment caused by these tests. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Contractor.
- 2.23.5 The Contractor shall be responsible for filing all documents with authorities having jurisdiction. The County will be responsible for all filing fees.
 - 2.23.5.1 The County shall hire a third party to witness Category 1 tests, Category 5 tests, and periodic inspections as required by law and defined by code. The Contractor shall provide manpower as needed to accomplish complete inspections and tests as required each year without additional charge. For equipment where Category 5 tests are applicable: during years when the Category 5 testing is due, the Category 1 and Category 5 testing shall be performed at the same time, prior to the due date of the Category 5 test as derived from the date of the previously performed five-year test. The Contractor shall notify the County with at least three months' notice when a Category 5 test is due for elevators covered under the contract.
 - 2.23.5.2 Category 5 tests shall be scheduled well in advance of the month in which they are due to allow for potential test failures and retests; the Contractor must ensure the device passes prior to the expiration date of the previous Category 5/5 Year test to avoid incurring any late fees.
 - 2.23.5.3 Contractor shall notify the County within fifteen (15) days' notice of the date of a Category 1 or Category 5 inspection and test, when such notice is required by the County, but only after confirmation of the schedule with the County and with the third-party witness. The Contractor shall make all reasonable efforts to cooperate with the third-party witness with regards to scheduling of the tests.
 - 2.23.5.4 The Contractor shall credit the County for all costs, including the County consultant's fees, incurred as a result of scheduled inspections/tests that are cancelled or postponed by the Contractor with less than 48 hours' notice before the scheduled inspection/test.
 - 2.23.5.5 The Contractor shall not perform annual or five-year tests without the County contracted third party inspector present to witness these tests. Any test performed without the County contracted third-party witness shall be performed again without charge.
 - 2.23.5.6 If a component fails a Category 1 or 5 test procedure, the Contractor must make all necessary repairs or adjustments, if covered under the contract, immediately and continuously until the device passes the test requirements as per code in the presence of the third-party witness. The Contractor is responsible for any and all repairs required to components covered under the contract caused by test procedures, without charge. If a necessary repair is not covered, the Contractor shall provide an emergency repair proposal to the County immediately.
 - 2.23.5.7 The Contractor's Private Inspection Agency Director and/or Inspector (depending on Code requirements and/or required Authority Having

Jurisdiction procedures) must sign and return filing reports generated by the third-party witness within thirty (30) days of the performance of the test.

- 2.23.5.8 The Contractor shall complete all deficiencies or violating conditions identified during the inspection within 30 days of the filing date, and all hazardous conditions shall be corrected immediately. Contractor shall, within seven (7) days, provide a letter to the County and the consultant upon receipt of a list of violating conditions found during a periodic inspection, confirming that the Contractor will correct all conditions noted within 30 days of the testing date, and will also submit written confirmation when all items are completed. Any items not covered under the contract must be submitted in a written proposal within seven (7) days of receiving the list of deficiencies or violating conditions, and these items must be corrected immediately upon acceptance of the proposal by the County.
- 2.23.5.9 The Contractor shall file any necessary paperwork required by authority having jurisdiction and/or State of Maryland Department of Labor, Licensing and Regulation (DLLR), including but not limited to Affirmations of Correction, stating that all unsatisfactory items, deficiencies or violating conditions identified in the filed periodic inspection/test report have been corrected. The Contractor shall be responsible to file this paperwork within the timeframes specified by the authority having jurisdiction, and shall be responsible for payment of any fines imposed on the County for non-filing of paperwork. Copies of filed Affirmations of Correction shall be provided to both the County and Consultant.
- 2.23.5.10 The Contractor shall be responsible to pay all fees imposed by the authority having jurisdiction, State of Maryland Department of Labor, Licensing and Regulation (DLLR) or other Authority Having Jurisdiction associated with filing Affirmations of Correction or any other forms required to clear unsatisfactory or violating conditions.
- 2.23.5.11 If Affirmations of Correction are not filed by the Contractor within sixty (60) days of the due date, the County reserves the right to hire another Contractor to correct all deficiencies in the inspection report and file the Affirmations of Correction. The Contractor will reimburse the County for all costs associated with hiring another Contractor.
- 2.23.5.12 If any unsatisfactory conditions filed in the periodic inspection report were identified as deficiencies to the Contractor at least sixty (60) days prior to the date of the periodic inspection in a maintenance evaluation or other report, or if subsequent consultant visits after an Affirmation of Correction is filed reveal items identified on that form as corrected are still outstanding, the County shall have the right to deduct from the monthly maintenance the cost of hiring the Consultant to make additional visits as needed to verify correction of the outstanding conditions.
- 2.23.5.13 On due notice from the County, the Contractor shall comply with violations, citations or orders to comply by any inspecting authority for repairs as covered herein, provided such violations did not exist prior to the date the Contractor began maintaining the equipment, whether under this contract or a previous contract (unless previous violations are specifically covered elsewhere in this contract). The Contractor will provide and file with local authority all violation correction documentation including State of Maryland Department of Labor, Licensing and Regulation (DLLR).
 - 2.23.5.13.1 The Contractor (upon receipt or notification) shall be responsible to make necessary repairs, complete and file letter of correction as the Contractor, pay all fines and clear violations within thirty (30) days of receipt of violation.

Documentation to be sent to the County with a copy to the consultant within five (5) working days of resolution. The Contractor is responsible on a monthly basis to verify against the County system to find any open violations and take corrective action to resolve. The Contractor shall be responsible to provide and purchase any copies necessary to the County a monthly recap of all existing violations relative to vertical transportation and an action plan to cure.

2.23.5.13.2 The Contractor shall be responsible to remedy all violations related to vertical transportation by cure date stated on violation and/or attend hearing at their own cost. The Contractor shall responsible to pay all fines related to vertical transportation violations within compliance date per contract. The Contractor shall sign all Certificates of Correction. Contractor shall be responsible to provide the County a monthly recap of all existing violations relative to vertical transportation and an action plan to cure.

2.23.5.13.3 The Contractor shall comply with all State of Maryland and local Fire Department Codes and Elevator Codes.

2.23.5.13.4 The Contractor shall report all elevator and Fire Code violations relative to vertical transportation to the County Project Manager, via email.

2.24 Present Equipment, Wiring and Circuit Changes: The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design of the elevators unless changes are authorized in writing by the County as hereinafter provided, any changes or upgrades performed become part of the County's equipment. The Contractor shall submit any proposed change to the County for approval. This submission shall be duplicated and it shall include complete, neatly prepared, drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to the County, the Contractor shall have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system.

2.25 Hours of Service:

2.25.1 General: The Contractor shall perform all work during the regular hours on regular working days. Regular working hours for this contract is defined as 6:00 a.m. to 6:00 p.m. Monday through Friday. The Contractor may start earlier on scheduled days of the week to work on the elevators if scheduled in advance with the County. Should shift work be required to complete an approved project, the second shift will start no later than 4:00 p.m. and cease no later than 12:00 midnight. All shift work will not be authorized for Saturdays, Sundays or holidays unless approved by the County. Any work which will result in additional billing outside of the contract must be approved in advance by the County. The Contractor must use a staggered shift and must check-in at the start of the shift with security department and the same for check-out.

2.25.2 Preventative Maintenance Hours: No more than one elevator shall be put out of service at one time for regular maintenance, lubrication and servicing. The time of day that each elevator can be shut down for routine maintenance shall be scheduled with the County or his designee to minimize the disruption caused by the elevators being out of service. If for any reason an elevator should be out of service for more than the usual trouble shooting time of approximately 60 minutes, the Contractor shall notify the County when the elevator was taken out of service, the reason why, and what time the elevator is expected to be returned to service for proper and safe operation.

2.25.3 Emergency Callback Service: The Contractor shall provide minor adjustments, minor repairs and parts replacement necessary to return the unit to service when there is an

entrapment, more than one unit is shut down in a bank of elevators, a service elevator is shutdown, any supervisory system is not working, any two-way emergency communication system is not working, or any safety issue arises. Emergency callback services in response to passenger entrapments shall be provided within one-half (1/2) hour (30 minutes). Emergency callback services for elevator shut downs during the hours of 6:00 a.m. and 9:30 p.m. are to be within one-half (1/2) hour (30 minutes) and within one (1) hour at all other times, seven (7) days per week, including weekends and holidays. There shall be no extra charge to the County for this service. A written list of twenty-four-hour emergency numbers for the Contractor and designated personnel shall be made available to the County. Upon arrival of the Contractor's personnel on site, a log-in time shall be entered on the log book located in the security department and again upon completion for a log-out time. Only those emergencies where the County requires service or repair outside the regularly scheduled work day which meet the following criteria shall be deemed payable under this section. A separate log of all emergency service/vandalism work authorized under this section shall be maintained by the Contractor and kept in the security department.

2.25.3.1 The County's security department has taken a report, investigated and documented the incident as an emergency breakdown or vandalism.

2.25.3.2 The work ticket was approved in writing, in advance, by the County or designee.

2.25.4 Non-Emergency Callback Service: The Contractor shall provide minor adjustments, minor repairs and parts replacement necessary to return any unit to service at the request of the County. These callbacks will be handled by the Contractor at no charge during normal business hours from 6:00 am to 6:00 pm. The freight elevators will be handled 24 hours/ 7 days a week/ 365 days a year. There is no extra charge for this service.

2.25.5 Building Operating Hours Callback Service: The Contractor shall provide unlimited Emergency and Non-Emergency Callback Service during all building operating hours at no additional cost

2.25.6 Emergency Callback Service Response: The Contractor shall have a mechanic at the elevator/machine room within thirty minutes (30) between the hours of 6:00 a.m. and 9:30 p.m.; within one hour (60) minutes at all other times, seven (7) days per week, including weekends and holidays. The Contractor shall have a mechanic on site within thirty (30) minutes if there is an entrapment. The Contractor agrees that a charge of \$250 will be paid by the Contractor for any entrapment with a response time over forty-five (45) minutes. There shall be no extra charge for this service.

2.25.7 Non-Emergency Callback Service Response: The Contractor shall have a mechanic at the elevator/machine room within forty-five minutes (45) during regular working hours, within sixty minutes (60) for all other hours including Saturdays, Sundays and holidays.

2.25.8 Changes in Callback Service: The County may alter the type of callback service at any location anytime during the term of the contract with 30 days advance written notice to the Contractor. If more services are required, the Contractor shall be compensated for the change.

2.25.9 Overtime Work and Additional Callbacks: The Contractor shall work on overtime as required by the County. The Contractor shall also provide emergency minor adjustment service during overtime hours, in addition to the callback service provide, as requested by the County. The Contractor shall be compensated for the overtime bonus excluding travel time at the local rates listed in bid form.

2.25.10 Work Outside Scope: The Contractor shall perform work not included in the contract as required by the County. Whenever any work outside the Statement of Work is to be performed by the Contractor, a "not to exceed" estimate of additional compensation (detailing hourly rate and labor hours) and out-of-service time will be submitted to the County and written approval by the County shall be provided to the Contractor prior to

the start. Such prior approval shall not be required when it is necessary as defined as an emergency or to remedy an unsafe condition. An explanation of the work outside the Statement of Work shall be specified on the invoice for payment. The Contractor shall be compensated for the overtime bonus time (excluding travel time) at the local rates listed on the price page. Work Outside the Statement of Work shall not be compensated without written verification of arrival/departure times and a written estimate of costs.

2.26 Records:

- 2.26.1 General: The Contractor shall make available to the County all logs and diagrams in the machine rooms. The mechanic(s) shall record activities completed at the property recording what work is to be performed, status of work and log out with work completed documented. If the check charts and/or maintenance logs and/or elevator app are not completed up to date, the County shall assume the work has not been completed, which shall result in a straight-line contract deduction for hours needed on site compared to monthly costs.
- 2.26.2 Upon the completion of any work on behalf of the County, the Contractor shall leave a written service report specifying all work performed. This report is to include work performed, including tests, adjustments, repairs, replacements and other work done; faults, defects noted, future repair or replacements required as well as any corrective work required during the inspection/visit to the building. The report is to detail all items and shall not be generic in nature. Actual work times as well as materials used shall be documented. Times are required on all service reports for all work, regardless if work is included in the contract or not. The reports shall contain columnar line entries for date, employee position classification, employee name, time of arrival, time of departure, hours worked and the type and extent of the work performed on each unit. Legible entries shall be current and shall be certified by the County or designee. Each daily report sheet shall be copied (legible and of good copy quality) by the Contractor and submitted monthly to the County for periodic review. Written notification by the County or designee to the Contractor shall be sufficient authorization for the release of a job ticket by the Contractor. Upon the arrival of the Contractor's personnel on site, the job ticket shall be taken to the security office, if applicable, for a log-in time and again upon completion for a log-out time. Each log shall legibly contain all of the Contractor's work performed and Contractor employee(s) names.
- 2.26.3 Mechanics answering service calls outside of scheduled monthly service shall report to the County or designee upon entering each premise. Upon completing his/her work shall report to the County or designee and leave a legible service ticket containing the following information:
 - 2.26.3.1 Mechanic Name.
 - 2.26.3.2 Date.
 - 2.26.3.3 Building.
 - 2.26.3.4 Elevator Number.
 - 2.26.3.5 Contractor Time In.
 - 2.26.3.6 Cause of the Problem.
 - 2.26.3.7 Corrective Action taken, parts and materials used.
 - 2.26.3.8 Travel and Expenses.
 - 2.26.3.9 Time Out.

2.26.3.10 General Comments.

2.26.3.11 Name of Supervisor and Telephone Number.

2.26.3.12 Elevators Out of Service.

2.26.3.13 Any corrective work required and noted shall be scheduled with the County unless it is deemed by the County that it requires immediate attention. The Contractor shall be responsible for keeping the exterior of the elevator equipment and any part of the equipment subject to rust, properly painted and protected at all times. The motor windings shall be checked with a megameter annually and shall be treated, as needed, with proper insulating compound which has been approved by the motor manufacturer.

2.26.4 Maintenance Logs: The Contractor shall maintain a log (check-chart) for each piece of equipment of all completed maintenance tasks, callbacks, entrapments, testing and repairs. The log will be signed and dated by the mechanic when tasks are completed. Copies from company records will be sent to the County quarterly. The monthly preventative maintenance records can be printed on site and put in the machine room for Code compliance requirements and help any other mechanic to see work performed.

2.26.5 Callback Logs: The Contractor shall maintain a detailed cumulative chronological log of all callbacks (including, but not limited to, mechanic arrival and departure times, duration of out-of-service periods, corrective measures, etc.) in written format in the machine room. The elevator log will be summarized monthly and provided to the County and put into the machine room for aiding other mechanics who may answer a trouble call on a unit to see prior work performed.

2.26.6 Planned Repair Logs: The Contractor will provide to the County quarterly a summary of identified upcoming repair projects scheduled for next six months.

2.26.7 Electrical Wiring Diagrams: The Contractor will maintain the wiring diagrams provided by the County in the machine room. The Contractor will also duplicate any changes made affecting the wiring diagrams on the set in the Office of the Building. The wiring diagrams in the machine room and in the Office of the Building are, and at all times will remain, the sole property of the County.

2.26.8 Material Safety Data Sheet Logs: The Contractor shall provide the County one copy of the log and will maintain logs (updates within 30 days) of all Material Safety Data Sheets for all material used at the location.

2.27 Audit of Work:

2.27.1 General: The County shall duly authorize representatives to make reviews, inspections and tests to verify that the requirements of the contract are being fulfilled.

2.27.2 Review: The Contractor shall provide personnel to assist with the equipment survey.

2.27.3 Documentation: The Contractor shall provide copies of any and all logs requested within 30 days of written notification.

2.27.4 Interviews: The Contractor shall provide personnel to verify the accuracy of the logs.

2.27.5 Remedy: The Contractor shall correct deficiencies identified within 30 days of notification.

2.27.6 Damages: The Contractor shall not be liable for special, indirect, incidental or consequential damages.

- 2.28 Removal or adding of Units: The County may add a unit or units, such as a unit(s) being modernized, with 30-day advance written notice. The units added or deleted will be added or deducted from the current pricing. Any units added to the contract will be for the term of the contract only.

3 PRE-PROPOSAL CONFERENCE:

- 3.1 A pre-proposal conference will be held in the Purchasing Conference Room, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046 on the date and time specified in Section A to discuss objectives and answer questions relating to this solicitation. Contractor's attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor's understanding and ability to meet the County's Equal Business Opportunity goals as outlined in Section I.
- 3.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.
- 3.3 In order to assure adequate seating at the pre-proposal conference, please confirm attendance by emailing Rebecca Coleman at rcoleman@howardcountymd.gov and referencing this solicitation and number.
- 3.4 If there is a need for language interpretation and/or other special accommodations, please advise Rebecca Coleman at rcoleman@howardcountymd.gov so that reasonable efforts may be made to provide special accommodations.

4 INQUIRIES AND ADDENDA:

- 4.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be addressed in writing to the Buyer and delivered no later than the date specified in Section A.
- 4.2 Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the Office of Purchasing website at www.howardcountymd.gov/departments/county-administration/purchasing to obtain Addenda. Addenda, when issued, must be acknowledged in the proposal by signing and returning all addenda with the proposal. Addenda must also be acknowledged in the space provided on the Technical Proposal Page No. 2.

5 CONTRACTOR'S QUALIFICATIONS:

- 5.1 Contractors must be engaged in elevator maintenance, repair and modernization and must have been actively engaged in this type of work for a period of no less than ten (10) years. The experience of the Contractor may be imputed to a newly formed company/contractor provided the Contractor has/have at least n years of demonstrated experience of reliability and meets the criteria set forth herein.
- 5.2 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Agreement.
- 5.3 In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the award. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.

6 BACKGROUND CHECKS AND INVESTIGATIONS

- 6.1 If a Contractor's employees are on-site in County buildings working without a County escort each employee of the Contractor shall agree to a background check or investigation consisting of national criminal database search covering misdemeanors and felonies and the release of that information to the County in the event that it is required.
- 6.2 The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be done prior to assignment of a building.
- 6.3 The Contractor shall not assign any individual convicted of the following offenses which shall include, but are not limited to: Abduction, Homicide, Rape, Aggravated Assault, Sex Offender, Assault with Intent to Murder, or Assault with Intent to Rob.
- 6.4 The Contractor shall not assign any individual convicted, or having incomplete probation for the following offenses which shall include, but are not limited to: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Hate Crimes, Robbery, and Distribution of a Controlled Substance.
- 6.5 The Contractor reserves the right to seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The County will, at its sole discretion, accept or reject the requested exception.
- 7 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about May 1, 2018 after approval and proper execution of the Agreement documents, with a renewal option for five additional years in one-year increments, exercisable at the sole discretion of the County.
- 8 ESTIMATED ANNUAL CONTRACT VALUE: The estimated annual contract value group for this contract is D as defined by the schedule below:
- A - \$30,000 to \$75,000
 - B - \$75,001 to \$100,000
 - C - \$100,001 to \$250,000
 - D - 250,001 to \$500,000**
 - E - \$500,001 to \$1,000,000
 - F - Over \$1,000,000
- 9 PRICE ADJUSTMENT:
- 9.1 Prices offered shall be firm against any increase for one year from the effective date of this Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the Issuing Office in advance of any requested price changes.
- 9.2 Requests for price adjustments shall be submitted to the Issuing Office, not the User Agency.
- 9.3 The County will entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is granted, the price increase will be effective upon written approval and will remain firm through the renewal period.
- 9.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.

10 NON-EXCLUSIVITY:

- 10.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.
- 10.2 Should a need arise for supplies or services which are not available in the timeframe required by the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the Agreement.

11 ESTIMATED QUANTITIES: The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated. The County reserves the right to add or delete items as deemed necessary.

12 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:

- 12.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming, "Howard County, Maryland, its officials, employees, agents and volunteers" as the Certificate Holder and an Additional Insured.
- 12.2 Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
- 12.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
- 12.4 The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 12.5 The Contractor shall provide the County with Certificates of Insurance within ten days of bid award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 60 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the Agreement. "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured must be shown on the certificate.
- 12.6 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
- 12.7 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
- 12.8 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default.

13 METHOD OF ORDERING:

- 13.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the Agreement, even if not completed within the term of the Agreement, shall continue to be bound by the terms and conditions until completion.

- 13.2 Small purchases may also be made by the County's procurement card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.

14 EVALUATION OF OFFERS:

- 14.1 The County intends to make one or more awards to the responsible Contractors whose proposals represent the best value to the County. The assignment of work shall be at the sole discretion of the County. All Contractors shall waive any claim of any Contractors against the County for extra compensation or damages arising out of assignment of work by the County.
- 14.2 Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second on the oral discussions. The first phase will be evaluated based on the following criteria listed in order of importance:
- 14.2.1 Contractor's proposed approach to accomplishing all major and minor tasks as related to equipment in use by the County.
 - 14.2.2 The proposed quality assurance plan to ensure the performance of the contract deliverables.
 - 14.2.3 Qualifications based on resumes of all managers, senior level supervisors, and key personnel who will be involved in providing the required services.
 - 14.2.4 The quality, extent and relevance of experience, education, training and licensing of the proposed team. Qualifications and technical competence of the staff based on providing local technician information.
 - 14.2.5 The history of the firm in providing modernization services and the full range of resources that can be utilized for modernization efforts as related to the elevator and chairlift equipment owned by the County.
 - 14.2.6 Documentation for any violation of MOSH, OSHA and DLLR regulations within the preceding five years; if no violations, provide a statement on company letterhead stating same. Description of the record keeping methods used for compliance with the AHJ requirements and the County's ability to access data and retain for internal records. Please provide sample reports.
 - 14.2.7 Description of the firm's risks associated with performance of maintenance, repair and modernization efforts and steps that would be taken to mitigate those identified risks.
 - 14.2.8 Price.
- 14.3 After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals through presentations and/or oral discussions.
- 14.4 The County may enter into negotiations with the Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, email or written communications, or any combination thereof, at the County's sole discretion.
- 14.5 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this solicitation fully and with forthrightness at the time of submission.
- 14.6 Following the submittals of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation team regarding the selection process. Inappropriate efforts

to lobby or influence individuals, or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

15 BILLING AND PAYMENT:

- 15.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to DPW/Bureau of Facilities 9250 Bendix Road Columbia MD 21045. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.
- 15.2 Each invoice shall include the following information:
 - 15.2.1 Contractor's name;
 - 15.2.2 Address;
 - 15.2.3 Federal tax identification number;
 - 15.2.4 Contract number, if applicable (i.e., 44XXXXXXXXXX);
 - 15.2.5 Purchase Order number (i.e., 2XXXXXXXXXX);
 - 15.2.6 Contract line number;
 - 15.2.7 Unit price and extended price (unit price must match a contract line); and
 - 15.2.8 Description of goods provided and/or services performed.
- 15.3 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.
- 15.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this payment vehicle is appropriate.
- 15.5 Time Sheets signed by authorized County personnel shall accompany invoice.
- 15.6 Payment shall be made upon receipt of proper invoice from Contractor and authorized by the County.
- 15.7 All amounts, costs, or prices referred to herein pursuant to this Agreement shall be United States of America currency.
- 15.8 Please provide a sample invoice that complies with paragraph "Billing and Payment" with response. See Exhibit II for sample invoice.
- 15.9 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

SECTION E

SUBMISSION REQUIREMENTS

1 INSTRUCTIONS:

- 1.1 All proposals must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time. TECHNICAL AND PRICE PROPOSALS SHALL BE IN SEPARATE, SEALED ENVELOPES.
- 1.2 All proposals must be signed by an authorized officer or agent of the Contractor submitting the proposal and delivered in sealed envelopes or cartons to the Issuing Office prior to the time and date indicated. Proposals received after the time and date indicated will not be accepted or considered.
- 1.3 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.
- 1.4 Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.5 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the Buyer in the Issuing Office in writing not later than ten days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. The Issuing Office will notify all Contractors of any changes, additions or deletions to the specifications by Addenda posted on the Office of Purchasing web site (www.howardcountymd.gov/departments/county-administration/purchasing).
- 1.6 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the Issuing Office.

2 PROPOSAL DOCUMENTS: Contractors shall submit one original clearly marked, and five (5) copies of the complete proposal, to the Issuing Office prior to the opening date and time specified in Section A. Failure to return required documents may be cause for rejection of the proposal. This solicitation requires the return of the following documents:

2.1 Technical Submittal:

- 2.1.1 Section F, (Technical Proposal Pages)
- 2.1.2 Section F, (Contractor's Qualification Information)
- 2.1.3 Section G, (Environmental Preferred Products)
- 2.1.4 Section H, (Affidavit)
- 2.1.5 Sufficient detail that demonstrates an understanding of the project and demonstrates technical competence that includes, but is not limited to, the following:
 - 2.1.5.1 A brief overview of the company/firm.
 - 2.1.5.2 Summaries of at least two projects (a maximum of two pages for each summary) similar in size and scope. Include an overview of the project, outcomes, successes, challenges, etc.
 - 2.1.5.3 Resumes of the key personnel. Include a description of the proposed team and the role to be played by each team member.

- 2.1.5.4 Identify the major risks associated with this project. For each risk, identify those activities which can be undertaken to reduce, mitigate or eliminate the risk. Identify the associated responsibilities. Ensure that these activities are reflected in your project and management plans.
- 2.1.5.5 Provide a detailed plan of your firm's proposed approach to accomplishing all major and minor tasks as related to the equipment in use by the County.
- 2.1.5.6 Provide a cover letter expressing your understanding of the contract scope and desired deliverables.
- 2.1.5.7 Provide documentation for any violation of MOSH, OSHA and DLLR regulations within the preceding five years; if no violations, provide a statement on company letterhead stating same. Description of the record keeping methods used for compliance with the AHJ requirements and the County's ability to access data and retain for internal records. Please provide sample reports.
- 2.1.5.8 A detailed quality assurance plan for the County's services.

2.2 Price Submittal:

- 2.2.1 Section F, (Price Proposal Pages)
- 2.2.2 Section I, (Equal Business Opportunity Participation)
- 2.2.3 Section J, (Wage Requirement)

- 3 **ELECTRONIC AND HARD COPIES:** Contractors should submit a CD or flash drive containing the entire, identical hard copy of the proposal along with the hard copies required above. Additionally, it is requested that a separate version, redacted in accordance with Public Information/Proprietary/Confidential Information Section C, Paragraph 19, be added to the electronic copy.
- 4 **SAMPLE INVOICE:** Contractors are required to provide a sample invoice with the proposal response. The sample invoice shall contain the details enumerated in Section D, Paragraph 16.2.
- 5 **EXCEPTIONS:** If the Contractor cannot meet the terms, conditions and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal.
- 6 **SITE CONDITIONS:** The submission of a proposal shall be considered representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the solicitation, the entire area to be serviced as described in the solicitation and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished. The Contractor shall also be familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way affect the performance of the work, or persons engaged or employed in the work, or the materials and equipment used in the work.

SECTION F

TECHNICAL PROPOSAL COVER PAGE

TITLE: Elevator Maintenance, Repair & Modernization

TO: HOWARD COUNTY OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

COMPANY NAME: _____

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: _____

ADDRESS: _____
Street City State Zip

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

REPRESENTATIVE'S NAME: _____

Provide the name and title of the person with legal authority to sign on behalf of the Contractor. If the title of the individual is not "President" or "Vice President", provide verification of the signatory authority with your submittal.

NAME OF COMPANY SIGNATORY (Printed): _____

TITLE OF COMPANY SIGNATORY (Printed): _____

Howard County prefers to email Purchase Orders when possible, please provide an **EMAIL ADDRESS FOR RECEIPT OF PURCHASE ORDERS**: _____

Is the company a Minority-, Women-, or Disabled-Owned Business Enterprise? ☐ YES ☐ NO

If yes, indicate the type of minority the Countyship:

☐ African American ☐ Asian American ☐ Disabled ☐ Eskimo
☐ Female ☐ Hispanic ☐ Native American

Is the company certified? If yes, indicate the certification(s) held:

☐ Howard County Government ☐ MD Dept. of Transportation ☐ City of Baltimore ☐ Other

Certification Number(s) and Expiration Date(s): _____

Does the company have a written non-discrimination policy (i.e.: race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity/expression, personal appearance, familial status, source of income)? ☐ YES ☐ NO

(The County reserves the right to request such documentation, if desired, at a later date.)

Delivery Terms: F.O.B. Destination, Inside Delivery.

The company will accept Visa procurement cards: ☐ YES ☐ NO

(Contractors are not permitted to charge the County any additional fees over and above their bid prices to process payments on procurements cards.)

SECTION F
TECHNICAL PROPOSAL PAGE NO. 2

COMPANY NAME: _____

Payment Terms: (The payment terms shall be considered net 30 days unless otherwise indicated.) _____

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

☐ We wish to submit a "NO BID" at this time, but request that our company remain on the Contractors list for future solicitations.

ACKNOWLEDGEMENT OF ADDENDA: The company shall identify by number and date the following addenda and agree that the prices shown in the proposal reflect all changes made by addenda. In addition to acknowledging addenda here, the actual addenda must be signed and returned with the proposal. To check for addenda go to: www.howardcountymd.gov/departments/county-administration/purchasing.

Number: _____	Date: _____	Number: _____	Date: _____
Number: _____	Date: _____	Number: _____	Date: _____

**THE PERSON SIGNING THE PRICE PAGE MUST INITIAL ANY
ALTERATIONS IN FIGURES IN INK.**

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

SECTION F

PRICE COVER PAGE NO. 1

(Must be submitted separately from the Technical portion of the proposal)

COMPANY NAME: _____

TITLE: Elevator Maintenance, Repair & Modernization

NIGP CODE/PRODUCT CODE: 910-13 Elevator Installation, Maintenance, and Repair

Contractors shall complete and print the associated Excel spreadsheets, Price Pages No. 2-4 and submit with price proposal. The Excel spreadsheets must not be altered; enter prices, markups and discounts only in the appropriate columns. Place your total proposal price in the space below.

Submit all required documents along with an electronic version of the entire proposal by the due date referenced in Section A.

INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.

TOTAL PROPOSAL PRICE* (PARTS A, B, C & D OF EXCEL SPREADSHEETS) \$ _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

* Please note that prices shall only have two decimal places. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

SECTION F
CONTRACTOR'S QUALIFICATION INFORMATION
(Must be submitted with the Technical proposal)

COMPANY NAME: _____

1. References: Give name, address, and telephone number of the County or manager of three accounts for which Contractor has provided elevator maintenance, repair & modernization during the past ten years.

1.1.	Account Name	Contract Completion Date
	_____	_____
	The County/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____
1.2.	Account Name	Contract Completion Date
	_____	_____
	The County/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____
1.3.	Account Name	Contract Completion Date
	_____	_____
	The County/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____

2. The Contractor has provided the above services for ____ years. (Note: 10_year minimum)

SECTION G**PURCHASE OF RECYCLED AND ENVIRONMENTALLY PREFERABLE PRODUCTS,
SERVICES AND EQUIPMENT**

(Must be completed, and submitted with the Technical proposal.)

Environmentally Preferred Products (EPP) and Services are defined as products and services that have a lesser or reduced effect on human health and the environment when compared to competing products and services that serve the same purpose. This applies to raw material acquisition, as well as product manufacturing, distribution, use, maintenance and disposal. EPPs include, but are not limited to, recycled materials (asphalt, tires, paper), low or no VOC paint, non-toxic dyes, designated green certified cleaning products, low emission vehicles, etc.

Howard County gives a price preference of up to 5% for the purchase of EPPs.*

The goods being bid:

- ☐ are made from recycled, recyclable or are considered to be environmentally preferred materials.
Specify what was reused, recycled or environmentally preferred: _____
- _____
- ☐ represent _____% post-consumer waste.
- ☐ represent _____% pre-consumer waste.
- ☐ do not contain any recycled materials.
- ☐ have a 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc. Please provide dates of completion and certificate numbers as appropriate: _____
- ☐ are in the process of achieving 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc.
- ☐ have no 3rd party certification.

If the goods specified in this solicitation are new, could the County have purchased remanufactured or reusable goods that would perform the same function equally to new goods? ☐ Yes ☐ No

If “yes”, please provide specifics as to the remanufactured or reusable substitute goods, including prices for the remanufactured or reusable substitutes: _____

If “no”, please explain: _____

Does your company have an environmental (and/or social) responsibility statement? ☐ Yes ☐ No

The County reserves the right to request such documentation, if desired, at a later date.

* The price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

SECTION H**AFFIDAVIT**

Must be completed, signed by an officer of the company (President, CEO, Vice President, etc.).

Contractor _____

Address _____

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office
(Month) (Year)
in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended.

AFFIDAVIT V

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article* ; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

AFFIDAVIT VI

If applicable, the Contractor has complied with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 12 month period, one or more contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

Signature

Printed Name

Title

Rev. 07/20/2017

SECTION I

EQUAL BUSINESS OPPORTUNITY PARTICIPATION

NOTICE TO PRIME CONTRACTORS
15% SUBCONTRACTING GOAL ON CONTRACTS
VALUED AT \$50,000 OR MORE

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a contract is \$50,000 or more, the Prime Contractor shall make a good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 15% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. Certified MBE/WBE/DBE prime contractors can count 100% of the work they self-perform on contracts with EBO subcontracting goals. The subcontracting goal percentage may vary if the contract is funded by a federal or state agency. Prime Contractors should submit the following completed *Equal Business Opportunity Subcontractor Participation Form* with the bid. Identify subcontractors prior to submitting the proposal. After contract award, changes in subcontractors require the written approval of the EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 15% subcontracting goal. The website addresses for lists of minority businesses are:

<http://www.howardcountymd.gov/Purchasing>
http://www.mdot.state.md.us/MBE_Program/index.html
<http://cityservices.baltimorecity.gov/mwboo>

Contractors should submit a completed *Equal Business Opportunity Subcontractor Participation Form* with the bid identifying each certified EBO firm they intend to use on the contract. However, if the EBO Subcontractor Participation Form is not submitted with the bid, the County may request EBO subcontractor participation of the successful contractor.

Contractors failing to achieve the Equal Business Opportunity Program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the Contractor has made a good faith effort and thoroughly documented the efforts. Contractors should submit the *Equal Business Opportunity Program Request for Subcontracting Waiver* with the bid. However, if the request for waiver form is not submitted with the bid, the County may obtain the request for waiver of the successful contractor.

If the County exercises its option to renew the contract, it is expected that the EBO subcontracting goal will be met for each subsequent contract year when the contract amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to the EBO Coordinator 410-313-3694.

PRIME CONTRACTORS' COMPLIANCE OF EBO SUBCONTRACTOR PARTICIPATION

Prime Contractors that are awarded County contracts shall maintain adequate records of EBO participation on County contracts. The County may require that prime contractors report whether or not they met the proposed EBO subcontracting goal, so that the County can track compliance of EBO participation on County contracts.



**HOWARD COUNTY, MARYLAND
EQUAL BUSINESS OPPORTUNITY (EBO)
SUBCONTRACTOR PARTICIPATION FORM**

COUNTY USE ONLY

EBO APPROVAL

CONTRACT TITLE: ELEVATOR MAINTENANCE, REPAIR & MODERNIZATION		
SOLICITATION # RFP 02-2018	CAPITAL PROJECT #	CONTRACT / PO #
TERM:	RENEWAL #	AMOUNT \$

PRIME CONTRACTOR NAME:		
ADDRESS:		PHONE:
EBO STATUS (Y/N):	*EBO TYPE:	CERTIFYING AGENCY:
		CERTIFICATION #

PRIME CONTRACTOR SHOULD LIST ALL EBO SUBCONTRACTORS / SUBCONSULTANTS / SUPPLIERS

INSTRUCTIONS FOR COMPLETING THIS FORM

- Complete the section below identifying each certified EBO firm (Minority (MBE), Woman (WBE), and Disabled (DBE) Business Enterprises) you intend to use on this project. Attach additional sheets if more than two (2) subcontractors.
- This form represents the contractor's commitment to utilize the named EBO firms at the percentages indicated should the contract be awarded to the contractor. This form should accompany your bid or proposal.
- ***EBO Types:** AA (African American), ASA (Asian American), HIS (Hispanic American), NA (Native American), FEM (Female), DIS (Disabled)

SUBCONTRACTOR NAME:		
ADDRESS:		PHONE:
CONTACT REPRESENTATIVE:		EMAIL:
*EBO TYPE (Check One) <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS		
CERTIFYING AGENCY:	CERTIFICATION #	EBO PARTICIPATION %
DESCRIPTION OF WORK:		EBO PARTICIPATION \$

SUBCONTRACTOR NAME:		
ADDRESS:		PHONE:
CONTACT REPRESENTATIVE:		EMAIL:
*EBO TYPE (Check One) <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS		
CERTIFYING AGENCY:	CERTIFICATION #	EBO PARTICIPATION %
DESCRIPTION OF WORK:		EBO PARTICIPATION \$

 PRINTED NAME

 EMAIL

 SIGNATURE (VENDOR OFFICIAL)

 TITLE

 DATE

Revised 12/20/2013

Buyer Initial

SECTION J

Information on Howard County, Maryland's Living Wage Requirement

Basics of the Howard County Living Wage Legislation

In 2007, the Howard County Council passed legislation requiring a minimum "living wage" for employees of certain contractors and subcontractors of Howard County. A Contractor that is defined as a "Covered Employer" under Howard County Code Section 4.122A shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of four individuals calculated on the basis of a 40-hour work week for 52 weeks.

Howard County Code Sec. 4.122A applies to service contracts estimated to be over \$100,000.00 per year. The code does not apply to commodities contracts, contractors who employ fewer than 5 employees during the contract term, public entities, non-profit organizations, or contracts awarded under sole source, emergency, or expedited procedures. Other contractors may also be exempt; see the complete list of exemptions in Section 1 on the front of this form.

The living wage requirements do not apply to an employee:

- who performs no measurable work related to any contract with the County
- who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under the law
- who participates for not longer than 120 days in a calendar year in a government-operated or government-sponsored summer youth employment program
- for whom a different wage rate is expressly set in a collective bargaining agreement, or
- for whom a higher wage is required by a federal, state, or County law.

This form serves as written certification to the County of your firm's intent to comply with the County's wage requirements during this term and any subsequent renewals. A Covered Employer shall not subdivide a contract; pay an employee through a third party; or treat an employee as a subcontractor or independent Contractor to avoid the imposition of any requirement under this law. Failure to comply with this requirement at any time during the initial term and subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense; in addition to a fine, the County may suspend or debar the violator under Howard County Code Sec. 4.117.

Current Living Wage Rate in Howard County

As of January 22, 2018, the Living Wage Rate is **\$15.08 per hour**.

How the Living Wage Rate is Calculated

The Howard County Living Wage Rate is calculated by taking 125% of the Federal Poverty Guideline for a family of 4, then using this amount to determine the hourly rate based on 40 hours/week. On January 18, 2018, the Federal HHS Poverty Guideline was published as \$25,100 for a family of 4 (see <https://aspe.hhs.gov/poverty-guidelines>).

$$125\% \text{ of } \$25,100 = \$31,375 \quad \$31,375 \div 52 \text{ weeks} \div 40 \text{ hrs/week} = \mathbf{\$15.08 \text{ per hour}}$$

This hourly rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County. The current Living Wage remains in effect until new federal poverty guidelines are published, which is usually the following January. If there is a change, the Office of Purchasing will attempt to notify all current contractors via email using the email address provided on this form. The current rate is posted on our website at www.howardcountymd.gov/purchasing. It is the contractor's responsibility to ascertain the current rate.

Since the rate is subject to change annually, you must ensure that your bid pricing is sufficient to cover the cost of any increases during the term of the contract, including subsequent renewals. All prices shall take the current wage rate, and subsequent increases in the wage rate, if any, into account and there shall be no unit price adjustment for future wage rate increases during the initial term of this agreement and any subsequent renewals thereof. Future wage rate increases are hereby defined as any new rates approved by the County that take effect after and supersede the rate shown in this solicitation.

If you have questions about the Living Wage Requirement or how to complete this form, please contact the Office of Purchasing at purchasing@howardcountymd.gov or 410-313-6370.

Howard County, Maryland Wage Rate Requirements for Service Contracts Exemption Status Subtitle 1, Howard County Code Section 4.122A(b)(2)

Prime Contr.	Sub-Contr.	Section 1: Exemptions	Check all that apply, then continue to Section 2. If none of these statements apply to your company or the Subcontractor, check the last box in this section and continue to Section 2.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term.	
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor received less than \$100,000 from the County in the most recent 12-month period prior to the start date, and will be entitled to receive less than \$100,000 from the County within the next 12-month period.	
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.	
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is expressly precluded from complying with Howard County Code Sec. 4.122A by the terms of any federal, state, or County law, federal or state contract or grant, and the contract falls within that preclusion.	
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a public entity.	
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited).	
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a regulated public utility.	
<input type="checkbox"/>	<input type="checkbox"/>	Contract was awarded under a cooperative procurement with another government or organization of governments.	

Check here ☐ if none of the above statements are applicable to your company or to the Subcontractor, then continue to Section 2.

Section 2: Certifications	<ul style="list-style-type: none"> If you checked any exemptions in Section 1, skip this section and continue to Section 3. If you did not check any exemptions in Section 1, check each box in Section 2 that applies to your company, then complete Section 3 below.
------------------------------	--

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, that I am an authorized representative of the Contractor named below, and that:

- ☐ As a "covered employer," the Contractor and all Subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Sec. 4.122A) and will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law. The Contractor's proposed pricing is sufficient to meet the current living wage rate requirements during the initial term of the agreement and any increases applicable to subsequent renewals.
- ☐ **If health insurance is provided to employees**, the per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

Section 3: Contact Information	Provide your contact information in the space below, then sign and date this form and submit it with your bid.
-----------------------------------	--

Contractor Name _____	Vendor Federal ID Number _____
Address _____	Phone Number _____
_____	Email Address _____
Authorized Signature _____	Date _____
Print Name of Signatory _____	Title of Signatory _____

To be completed by the Buyer	Contract Title: <i>Elevator Maintenance, Repair & Modernization</i>		Buyer's Initials:
	Contract #:	Contract Term:	
	Capital Project No:	Renewal #:	

EXHIBIT I
HOWARD COUNTY, MARYLAND
AGREEMENT

PA XX-XXXX

THIS AGREEMENT (the "Agreement") is made by and between **HOWARD COUNTY, MARYLAND** [as Purchasing Agent for the Health Department, remove if not applicable], a body corporate and politic, (the "County") and [NAME AND ADDRESS OF CONTRACTOR – ALL CAPS AND BOLD], Federal Employer Identification Number XXXXXXXXX (Do not include SSNs for privacy), Telephone Number XXX-XXX-XXXX (the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said County, hereby covenants and agrees to [perform all services] [provide all goods], in strict and entire conformity with the Attachment A entitled, ["Services to be Performed"] ["Goods To Be Provided"], any Purchase Order subsequently issued, the [Invitation for Bid / Request for Proposal] No. _____ IFB/RFP TITLE, the Contractor's response [, the Best and Final Offer dated _____, if applicable] and any amendments or revisions thereto (collectively, the "Bid/Proposal"), incorporated herein either by reference or attachment, as applicable.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for [services rendered][goods provided] in accordance with this Agreement, the other attachments hereto, the [Bid/Proposal], and the Purchase Order, all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. Contractor's Duties.

The Contractor shall be an independent Contractor and not an employee of the County and the Contractor's employees who are assigned to provide services to the County under this Agreement shall be employees of the Contractor and not the County. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes, compensable workers' compensation claims and coverage of unemployment claims filed by its employees. The Contractor shall [perform the services] [provide the goods] outlined in Attachment A hereto. The Contractor's [services] [goods] will be provided with due care and in accordance with all applicable standards. The Contractor shall [perform the services][provide the goods] for the Director of the Department of _____ of the County, or Designee, who shall have authority to administer the Agreement.

2. Compensation.

2.1 In consideration of the [services][goods] to be provided by the Contractor, the County shall pay the Contractor

Select one of the following options: (These may be modified to fit a particular contract; they are just starting points for sample contract language.)

- in accordance with the unit prices set forth in the [Bid] [Proposal].
- in accordance with the [fee schedule] [unit prices] attached hereto as Attachment A. *(or some other attachment – B, C, D, etc.)*
- the sum of _____ Dollars (\$_____) *(This one is usually used for firm fixed price contracts with a lump sum, one time payment.)*
- an hourly rate of \$_____ per hour for an approximate total of _____ hours and shall reimburse the Contractor for eligible expenses incurred by the Contractor in the performance of the Contractor's responsibilities and obligation under this Agreement. The eligible expenses are set forth in Attachment A.
- an amount equal to 90% of the amount invoiced pursuant to Paragraph 2.2 below. Ten percent (10%) of each disbursement shall be retained by the County and disbursed in a lump sum upon [completion of the services described herein][delivery of the goods described herein] in a manner satisfactory to the County, in its sole discretion. *(This one is usually used for software purchases when you want to include retainage.)*

2.2 **Select one:**

- In no event shall the compensation paid to the Contractor exceed the sum of _____ Dollars (\$_____)

Select one of the following options:

- in any contract year.
- during the Initial Term of this Agreement, as defined below,
- or during any renewal period.
- during the entire term of this Agreement, including renewals thereof.
- In no event shall the compensation paid to the Contractor exceed the budget appropriation during the term of this Agreement, including renewals thereof,

[DELETE IF NOT APPLICABLE:] provided, however, that the County may entertain a request for [escalation/adjustment] in any year subsequent to the first year in accordance with

Select one:

- Section _____, Paragraph _____ of the solicitation.
- Paragraph _____ of this Agreement.

2.3 Price Adjustment: [USE THIS IF A SOLE SOURCE AND PRICE ADJUSTMENT WILL BE PERMITTED: Prices offered shall be firm against any increase for [number of years spelled out] year(s) from the effective date of this Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the County Office of Purchasing in advance of any requested price adjustments.

2.3.1 The County will entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.

2.3.2 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best

interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.

2.2 [Renumber if necessary] The Contractor shall submit invoices to the County [SELECT ONE OF THE FOLLOWING OPTIONS: [monthly] [quarterly] [insert another time period for submission of invoices]]. The Contractor's invoices shall reflect the:

- 2.2.1 Contractor's name
- 2.2.2 Address
- 2.2.3 Federal tax identification number
- 2.2.4 Contract number, (the first two digits are 44XXXXXXXX)
- 2.2.5 Purchase Order number the first two digits are 2XXXXXXXXXX
- 2.2.6 Contract line number
- 2.2.7 Unit price and extended price (the unit price must match a contract line)
- 2.2.8 Description of goods provided and/or services performed

2.3 The proper form of County invoices requires that the information above be included on all invoices.

2.4 All invoices shall be submitted to Department name and address. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.

2.5 Invoices may be returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

3. Term.

3.1 This Agreement shall be effective

Select one of the following options:

- _____, 20____ [Insert Date – spelled out]
- when it has been properly signed by all parties hereto
- when executed by the County

and shall continue through [Insert Date – spelled out] (hereinafter defined as the "Initial Term") [, at which time the County may exercise its option to renew set forth in Paragraph 3.2 below], unless sooner terminated pursuant to Paragraphs 5 and 7 hereof. [Insert for true requirements contract when more than 12 months – This Agreement is a requirements contract (indefinite delivery indefinite quantity contract) and does not require the payment of funds from appropriations of a later fiscal year.]

3.2 The County reserves the right to renew this Agreement for [insert renewal period] on the same terms and conditions set forth herein. [INSERT ANY CHANGES TO THE TERMS, i.e. COMPENSATION, UPON RENEWAL OF AGREEMENT, OTHERWISE, IT MUST BE RENEWED ON THE SAME TERMS AND CONDITIONS] Unless set forth in a written amendment, the compensation [, reimbursement] and manner of payment set forth in Paragraph 2 shall remain as is. In the event any renewal changes the terms and conditions set forth herein, the approval of the Howard County Council may be required.

4. Contractor's Representations and Warranties. The Contractor hereby represents the following:

4.1 [USE FOR CORPORATIONS, LIMITED OR GENERAL PARTNERSHIPS OR LIMITED LIABILITY COMPANIES; DELETE IF CONTRACTOR IS AN INDIVIDUAL] The Contractor is a [corporation][limited partnership][general partnership][limited liability company], duly formed and validly existing under the laws of the State of [INSERT STATE OF INCORPORATION] and is qualified to do business and is in good standing [and licensed] in the State of Maryland.

4.2 [USE FOR CORPORATIONS, LIMITED OR GENERAL PARTNERSHIPS OR LIMITED LIABILITY COMPANIES; DELETE IF CONTRACTOR IS AN INDIVIDUAL] The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

4.3 The person executing this Agreement for the Contractor warrants that he/she is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.

4.4 SELECT ONE OF THE FOLLOWING OPTIONS: A. [The services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements.] OR B. [The goods to be delivered shall comply with the implied warranties of merchantability and fitness for use, and all express warranties created by this Agreement.]

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the County upon its request for the same.

4.6 All representations and warranties made in the Affidavit [and the Bid/Proposal response] remain true and correct in all respects.

4.7 If applicable, the Contractor has complied with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 12 month period, one or more contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

5. Termination:

5.1 Termination for Convenience: The County may terminate this Agreement for convenience, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

5.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Agreement and therefore is in default, the County may terminate the Agreement for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Agreement. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

6. Remedies for Default.

6.1 The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

6.1.1. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;

6.1.2. To suspend the Contractor's authority to receive any undisbursed funds; and/or

6.1.3. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2 Upon termination of this Agreement for default, the County may elect to pay the Contractor for [services provided] [goods delivered] up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

7. Remedies Cumulative and Concurrent.

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

8. Insurance.

The Contractor shall be required to provide insurance required by the County pursuant to the insurance requirements specified in Section D of the [Invitation for Bid / Request for Proposal], including naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.

9. Confidential Information.

The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.

10. Ethics.

10.1 The Contractor certifies that the officer of the legal entity who is executing this Agreement has read and understands Attachment B, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

10.2. The Contractor certifies that it has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment B.

11. Assignment.

Neither the County nor the Contractor shall assign or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

12. Delegation of Duties.

The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.

13. Indemnification.

13.1 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, suits, or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.

13.2 Any property or work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

13.3 In the event that there is a conflict between the indemnification provision set forth in the Purchase Order Terms and Conditions and/or the General Conditions of the solicitation and/or this Agreement, the terms set forth in the Agreement shall govern.

14. Integration and Modification.

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of all parties to this Agreement.

15. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

16. Conflicting Terms.

16.1 The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.

16.2 In the event of a conflict between the [Bid/Proposal] and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid/Proposal) shall prevail.

17. Severability.

If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

18. Time is of the Essence.

Time is of the essence with respect to performance of the terms and conditions of this Agreement.

19. Funding.

The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.

[DELETE IF NOT APPLICABLE:] 20. Ownership of Goods.

All finished or unfinished work, reports, or goods that are the subject of this Agreement [DELETE IF NOT APPLICABLE:] including any licenses or consents acquired by the Contractor for performance hereunder,] shall be and shall remain the property of the County.]

21. Notice.

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered, and there is written confirmation of delivery or refusal of receipt, to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

[Make it a sentence or column, depending on space available]

FOR THE COUNTY:

_____, Buyer; Howard County, Maryland; Office of Purchasing; 6751 Columbia Gateway Drive, Suite 501; Columbia, Maryland 21046; Telephone: 410-313-XXXX; Fax: 410-313-6388; Email: name@howardcountymd.gov.

FOR THE CONTRACTOR:

Contact Name, Title; Company address; Telephone:; Fax:; Email: _____.

[DELETE IF NOT APPLICABLE:] 22. HIPAA. Compliance With Federal HIPAA And State Confidentiality Law.

A. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320 *et seq.* and implementing regulations including 45 CFR Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 *et seq.*, MCMRA). This obligation includes:

1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements; and

2. Providing good management practices regarding all health information and medical records.

B. [If the County determines that functions to be performed constitute business associate functions as defined in HIPAA, the Contractor must execute a business associate agreement as required by HIPAA regulations at 45 CFR

§164.501. The fully executed business associate agreement must be submitted within 10 working days after notification of selection, or within 10 days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the County determines that the Contractor has not provided the HIPAA agreement required by this solicitation, the Purchasing Agent, upon review of the Howard County Office of Law, may withdraw the recommendation for award and make the award to the next qualified contractor.] **OR**

[The County has determined that the functions to be performed constitute business associate functions as defined in HIPAA, the Contractor must agree to the Business Associate Agreement, attached hereto and incorporated herein as Attachment __, as required by HIPAA regulations at 45 CFR §164.501.]

C. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

23. No Waiver, Etc.

No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

24. Reports, Audits, Inspections.

24.1 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and copying by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits. The Contractor shall retain all records, information and documentation of the Contractor related to this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits for at least three (3) years after the termination of this Agreement.

24.2 All invoices submitted to the County are subject to audit by the County.

24.3 The County may request the Contractor, at the expense of the Contractor, to have performed an independent audit of the Contractor's financial information, including, but not limited to, balance sheets, statement of revenue and expenses, and receipts and disbursements.

[DELETE IF NOT APPLICABLE: 25. Wage Rate Requirements.

The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands the wage rate section in the Request for Proposals (reference Howard County Code, Sec. 4.122A Wage Requirements).

[INSERT ANY SPECIAL CLAUSES HERE, SUCH AS WARRANTIES, LIQUIDATED DAMAGES ETC.]

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement PA XX-XXXX.

WITNESS:

[INSERT LEGAL NAME OF CONTRACTOR]

Signature
Print Name: _____

By: _____
[Insert Name]
[Insert Title]

WITNESS:

HOWARD COUNTY, MARYLAND,
a body corporate and politic

Lonnie R. Robbins
Chief Administrative Officer

By: _____
Allan H. Kittleman
County Executive
[Purchasing Agent for Howard County Health
Department, remove if not applicable]

APPROVED FOR LEGAL SUFFICIENCY
this _____ day of _____, 2017:

INFORMATION TECHNOLOGY APPROVED:

Gary W. Kuc
County Solicitor

Wynne L. Hayes (IF APPLICABLE)
Chief Information Officer
Technology & Communication Services

REVIEWING ATTORNEY:

Type Name: _____
Title: _____

APPROVED FOR SUFFICIENCY OF
FUNDS:

DEPARTMENT APPROVED:

Stanley J. Milesky
Director of Finance

[Director of Insert Department
(i.e. Public Works)]

ATTACHMENT A

SERVICES TO BE PERFORMED [[AND] GOODS TO BE DELIVERED]

Contract-specification information begins here. Indent the paragraphs and use 1.5 spacing to match the agreement – unless you are trying to keep a couple of sentences from going to a second page, then may consider single spacing.

Note: There is only one space between the end of the description of the contract-specific information and the last sentence below. Do not leave multiple spaces.

The above are in addition to any other services set forth in the Bid/Proposal.

ATTACHMENT B

HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS***Charter Section 901. Conflict of Interest.***

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock the Countyship or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the the Countyship or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the the Countyship or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the County. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the County to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "Human Rights" of Title 12 of the Howard County Code, Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the County purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the County purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) **Payment of subcontractors.** All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the County purchasing agent.

Code Section 22.204. - Prohibited Conduct and Interests.

(a) **Participation Prohibitions.**

(1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:

(i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.

(ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:

a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;

b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;

c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;

d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;

e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or

f. A business entity that:

1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and

2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:

(i) The disqualification leaves a body with less than a quorum capable of acting;

(ii) The disqualified official or employee is required by law to act; or

(iii) The disqualified official or employee is the only person authorized to act.

(3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

(1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

(i) Be employed by or have a financial interest in any entity:

a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or

b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or

(ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.

(2) The prohibitions of paragraph (1) of this subsection do not apply to:

(i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;

(ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;

(iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or

(iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

(1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:
 a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;
 b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or
 c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:
 a. Meals and beverages consumed in the presence of the donor or sponsoring entity;
 b. Ceremonial gifts or awards that have insignificant monetary value;
 c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;
 d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;
 e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;
 f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;
 g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or
 h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

EXHIBIT II
SAMPLE INVOICE

SAMPLE INVOICE

Your Company's Name

Address

[Email address](#)

Telephone/Fax Nos.

Mail Invoice To:

Howard County Government

Department/Office Name

Address (From the Purchase Order)

Address

Invoice No.:**Date:****FEIN:**

Contract #:

44XXXXXXXXX

Purchase Order #:

2XXXXXXXXXX

Performance Period:

__/__/13-__/__/14

(For Services)

Contract Line #	PO Item #	Goods/Services Description	List Price	% Discount	Net Price	Quantity	Extended Price
Total							

Payment Terms:Please make check payable to ***Your Company's Name*** and remit payment to:*Your Company's Name**Address**Address*

If you have any questions regarding this invoice, please contact

Your Company's Contact Person's Name at ***Telephone No.*** and ***Email Address.***

EXHIBIT III
VERTICAL TRANSPORTATION
EQUIPMENT & SERVICE ANALYSIS & AUDIT



Howard County, Maryland
Vertical Transportation
Equipment & Service Analysis & Audit
September 25-26, 2017

Bldg. 168- Gateway Building-6751 Columbia Gateway Drive

There are two (2) units at 6751 Columbia Gateway Drive. Elevators 1 and 2 are traction passenger elevators with a capacity of 3,500 pounds, traveling speed of 350 fpm and serving 5 landings. These two units contain Otis GCS control systems that were installed in 2016 and original geared Otis traction machines that were in poor working order due to oil leaks. The two units seem to be in fair to good working order during the onsite.



Otis 6G9 Geared Machines on Elevators 1 and 2



Otis 6G9 Geared Machines on Elevators 1 and 2



Otis GCS controller installed on Elevators 1 and 2

EQUIPMENT TYPE AND CONDITION**Bldg. 168-Gateway Building-6751 Columbia Gateway Drive****Elevator 1**

ELEVATORSUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	Otis GCS	Excellent	Installed 2016
Machine Assembly	Otis 6G9	Poor	Original 1990. Repair leaking seals.
Cable Assembly	5 - 1/2"	Fair	Original
Car Assembly/Guide System	Roller	Fair	Original
Buffer System	Oil	Good	Original
Door Operation System	Otis	Excellent	Installed 2016
Door Protection System	Otis	Excellent	Installed 2016
Door Restrictor	Mechanical	Good	Original
Hoistway Entrance Assemblies	42" x 84" 1SSO	Good	Original
Cab Assembly	Plastic	Excellent	Installed 2016
Signal Assemblies	Bronze	Excellent	Installed 2016
Code Data Plate	Yes	Elevator Service Provider: Otis	
Wiring Diagram	No	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	3500#	Passenger	
Floors Served	1 to 5	5 Landings; 5 Front	
Speed (350fpm)	Up: 339 Down: 340	Speeds within range	
Flight Times (seconds)	Up: 7.1 Down: 7.2	Flight times within range	
Door Times (seconds)	Open: 4.1 Close: 3.0	Check door open and close times	
Hall/Car Dwell Time (seconds)	Hall: 5.0 Car: 3.0	Hall and car dwell times are within range	
Nudging Time (seconds)	Buzzer: <input checked="" type="radio"/> N Voice: <input checked="" type="radio"/> N	Nudging is within working range	
Door Pressure (≤30lbs.)	<30	Door pressure is within range	
Testing	1 yr: Not Completed 5 yr: 6/10/2016	Testing needs to be completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire service log found in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Poor	Punch List	
Replacement	Poor	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 168-Gateway Building-6751 Columbia Gateway Drive Elevator 1 Punch			
#	Item	Completed	Notes
1	Repair machine assembly seals		
2	Put wiring diagram in machine room		
3	Check door open and close times		
4	Testing needs to be completed		
5	MCP needs to be in machine room		

EQUIPMENT TYPE AND CONDITION**Bldg. 168-Gateway Building-6751 Columbia Gateway Drive****Elevator 2**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	Otis GCS	Excellent	Installed 2016
Machine Assembly	Otis 6G9	Poor	Original 1990. Repair leaking seals.
Cable Assembly	5 - 1/2"	Fair	Original
Car Assembly/Guide System	Roller	Fair	Original
Buffer System	Oil	Good	Original
Door Operation System	Otis	Excellent	Installed 2016
Door Protection System	Otis	Excellent	Installed 2016
Door Restrictor	Mechanical	Good	Original
Hoistway Entrance Assemblies	42" x 84" 1SSO	Good	Original
Cab Assembly	Plastic	Excellent	Installed 2016
Signal Assemblies	Bronze	Excellent	Installed 2016
Code Data Plate	Yes	Elevator Service Provider: Otis	
Wiring Diagram	No	Phone needs to be programmed	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	3500#	Passenger	
Floors Served	1 to 5	5 Landings; 5 Front	
Speed (350fpm)	Up: 339 Down: 340	Speeds within range	
Flight Times (seconds)	Up: 6.7 Down: 7.0	Flight times within range	
Door Times (seconds)	Open: 2.6 Close: 4.8	Check door open and close times	
Hall/Car Dwell Time (seconds)	Hall: 5.0 Car: 3.0	Hall and car dwell times are within range	
Nudging Time (seconds)	Buzzer: Y N Voice: <input checked="" type="radio"/> N	Nudging is within working range	
Door Pressure (\leq 30 lbs.)	<30	Door pressure is within range	
Testing	1 yr: Not Completed 5 yr: 6/10/2016	Testing needs to be completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire service log found in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Poor	Punch List	
Replacement	Poor	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 168-Columbia Gateway Building-6751 Columbia Gateway Drive Elevator 2 Punch List			
#	Item	Completed	Notes
1	Repair machine assembly seals		
2	Put wiring diagram in machine room		
3	Check door open and close times		
4	Testing needs to be completed		
5	MCP needs to be in machine room		
6	Phone needs to be reprogrammed to 911		

Bldg. 330-Ascend One Building-8930 Stanford Blvd

There are three (3) units at 8930 Stanford Blvd. Elevators 1 and 2 are Hydraulic Passenger Elevators with capacities of 3000 and 4000 pounds, traveling speed of 125 fpm serving 2 landings. These two units contain original Dover DMC1 control systems and original Submersible Hydraulic Machines that were in fair working order. The two units seem to be in fair to good working order during the onsite. The third unit is a wheel chair lift with a 750 pound capacity serving 2 landings. The chair lift contains a Garaventa Controller and Machine that were in fair working order during the onsite.



Dover Valve installed on Elevators 1 and 2



Dover DMC1 Controller installed on Elevators 1 and 2



Garaventa Wheel Chair Lift

EQUIPMENT TYPE AND CONDITION**Bldg. 330-Ascend One Building-8930 Stanford Blvd.****Elevator 1**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	Dover DMC1	Fair	Original 1988
Machine Assembly	Dover	Fair	Original. Submersible
Hydraulic Jack Assembly	Dover	Unknown	Original
Car Assembly/Guide System	Slide Guides	Fair	Original
Buffer System	Spring	Fair	Original
Door Operation System	Dover	Fair	Original
Door Protection System	Formula	Good	Good Working Order
Door Restrictor	Mechanical	Good	Original
Hoistway Entrance Assemblies	42" x 84" 1SSO	Good	Original
Cab Assembly	Plastic	Fair	Original
Signal Assemblies	Stainless	Fair	Original
Code Data Plate	No	Elevator Service Provider: Otis	
Wiring Diagram	No	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	3000#	Passenger	
Floors Served	1 to 2	2 Landings; 2 Front	
Speed (125 fpm)	Up: 124 Down: 158	Down speed needs to be adjusted to OEM	
Flight Times (seconds)	Up: 10 Down: 12.1	Flight times within range	
Door Times (seconds)	Open: 5.0 Close: 4.2	Check door open time.	
Hall/Car Dwell Time (seconds)	Hall: 4.0 Car: 3.0	Hall and car dwell times are within range	
Nudging Time (seconds)	Buzzer: Y Voice: Y	Nudging is not working	
Door Pressure (≤30 lbs.)	<30	Door pressure is within range	
Testing	9/20/2016	Testing needs to be completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire service log found in machine room	
Housekeeping	Fair	Punch List	
Lubrication	Poor	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Poor	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 330-Ascend One Building-8930 Stanford Blvd Elevator 1 Punch List			
#	Item	Completed	Notes
1	Install code data plate		
2	Put wiring diagram in machine room		
3	Check door open time		
4	Nudging is not working		
5	Testing needs to be completed		
6	MCP needs to be in machine room		

EQUIPMENT TYPE AND CONDITION

Bldg. 330-Ascend One Building-8930 Stanford Blvd

Elevator 2

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	Dover DMC 1	Fair	Original 1988
Machine Assembly	Dover	Fair	Original. Submersible
Hydraulic Jack Assembly	Dover	Unknown	Original
Car Assembly/Guide System	Slide Guides	Fair	Original
Buffer System	Spring	Fair	Original
Door Operation System	Dover	Fair	Original
Door Protection System	Formula System	Good	Good Working Order
Door Restrictor	Mechanical	Good	Original
Hoistway Entrance Assemblies	42" x 84" 2SSO	Fair	Original
Cab Assembly	Steel	Fair	Original
Signal Assemblies	Stainless	Fair	Original
Code Data Plate	No	Elevator Service Provider: Otis	
Wiring Diagram	No	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	4000#	Passenger	
Floors Served	1 to 2	2 Landings; 2 Front; 1 Rear	
Speed (125 fpm)	Up: 124 Down: 103	Speeds need to be adjusted	
Flight Times (seconds)	Up: 9.8 Down: 15.0	Flight times need to be adjusted	
Door Times (seconds)	F Open: 5.0 R Close: 6.7 F. Open: 5.0 R Close: 5.1	Check door open and close times	
Hall/Car Dwell Time (seconds)	Hall: 4.0 Car: 3.0	Car dwell times are within range	
Nudging Time (seconds)	Buzzer: Y Voice: Y	Nudging is not working	
Door Pressure (≤30 lbs.)	<30	Door pressure is within range	
Testing	9/20/2016	Annual testing needs to be completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire service log found in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 330-Ascend One Building-8930 Stanford Blvd Elevator 2 Punch List			
#	Item	Completed	Notes
1	Install code data plate		
2	Put wiring diagram in machine room		
3	Speeds need to be adjusted		
4	Flight times need to be adjusted		
5	Check door open and close times		
6	Nudging is not working		
7	Annual testing needs to be completed		
8	MCP needs to be in machine room		

Bldg 330-Ascend One Building-8930 Stanford Blvd**Chair Lift**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	Garaventa	Fair	Original
Machine Assembly	Garaventa	Fair	Original
Hoistway Entrance Assemblies	36" x 54" SOSWING	Fair	Original
Cab Assembly	Steel	Fair	Original
Signal Assemblies	Stainless	Fair	Original
Elevator Service Provider: Otis			
PERFORMANCE			
Capacity	750#	Passenger	
Floors Served	Parking to Ground	2 Landings; 1 Front	
Speed (10 FPM)		Speeds within range	
Testing	No	Testing needs to be completed	
MCP	No	MCP needs to be completed	
Housekeeping	Poor	Punch List	
Lubrication	Poor	Punch List	
Repair	Poor	Punch List	
Replacement	Poor	Punch List	
Adjustment	Poor	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg 330-Ascend One Building-8930 Stanford Blvd Chairlift Punch List			
#	Item	Completed	Notes
1	Testing needs to be completed		
2	MCP needs to be completed		

Bldg. 126-Recreation & Parks Headquarters-7120 Oakland Mills

There is one (1) unit at 7120 Oakland Mills. Elevator 1 is a Hydraulic Passenger Elevator with a capacity of 3,500 pounds, traveling speed of 100 fpm and serving 2 landings. This unit contains an original CEMCO PLL Simplex Control System that was in good working order and a Submersible Hydraulic Machine assembly that was in fair working order. The unit seems to be in fair working order during the onsite.



CEMCO PLL Simplex Controller



CEMCO Valve

EQUIPMENT TYPE AND CONDITION**Bldg 126-Recreation & Parks Headquarters-7120 Oakland Mills****Elevator 1**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	CEMCO PLL Simplex	Fair	Original 1999
Machine Assembly	CEMCO	Fair	Submersible
Hydraulic Jack Assembly	CEMCO	Unknown	In ground
Car Assembly/Guide System	Slide Guides	Fair	Original
Buffer System	Oil	Fair	Original
Door Operation System	GAL	Fair	Non closed loop
Door Protection System	Bumper	Poor	Recommend electronic
Door Restrictor	Mechanical	Poor	Not working
Hoistway Entrance Assemblies	42" x 84" 1SCO	Fair	Original
Cab Assembly	Plastic	Fair	Original
Signal Assemblies	Stainless	Fair	Original
Code Data Plate	No	Elevator Service Provider: Otis	
Wiring Diagram	Yes	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	3500#	Passenger	
Floors Served	1 to 2	2 Landings; 2 Front	
Speed (98 fpm)	Up: 105 Down: 97	Speeds within range	
Flight Times (seconds)	Up: 10.1 Down: 11.4	Flight times within range	
Door Times (seconds)	Open: 2.1 Close: 4.2	Check door close speed	
Hall/Car Dwell Time (seconds)	Hall: 6.0 Car: 5.0	Cardwell time need to be adjusted	
Nudging Time (seconds)	Buzzer: Y N Voice: Y N	Nudging is not working	
Door Pressure (≤30 lbs.)	<30	Door pressure is within range	
Testing	11/2/2016	Testing up to date	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire service log found in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

<i>Bldg. 126-Recreation & Parks Headquarters-7120 Oakland Mills Elevator 1 Punch List</i>			
#	Item	Completed	Notes
1	Door restrictor needs repair		
2	Install code data plate		
3	Check door close speed		
4	Car dwell time needs to be adjusted		
5	Nudging not working		
6	MCP needs to be in machine room		

Bldg. 355-Savage Volunteer Fire Station-8521 Corridor Road

There is one (1) unit at 8521 Corridor Road. Elevator 1 is a Hydraulic Passenger Elevator with a capacity of 3,500 pounds, traveling speed of 100 fpm and serving 2 landings. This unit contains an Otis 2011 Control System that was installed in 2013 and a submersible hydraulic pump unit that were both in good working order. The equipment was in good working order during the onsite audit.



Pit and valve

EQUIPMENT TYPE AND CONDITION

Bldg. 355-Savage Volunteer Fire Station-8521 Corridor Road

Elevator 1

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	OTIS 211	Good	Original Installed 2013
Machine Assembly	OTIS	Good	Submersible
Hydraulic Jack Assembly	OTIS	Fair	Holeless
Car Assembly/Guide System	Slide Guides	Fair	Original
Buffer System	Spring	Good	Original
Door Operation System	OTIS	Good	Original
Door Protection System	OTIS	Good	Original
Door Restrictor	Mechanical	Good	Original
Hoistway Entrance Assemblies	42" x 84" 1SSO	Good	Original
Cab Assembly	Wood Laminate	Good	Original
Signal Assemblies	Stainless	Good	Original
Code Data Plate	Yes	Elevator Service Provider: Otis	
Wiring Diagram	Yes	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	3500#	Passenger	
Floors Served	1 to 2	2 Landings; 2 Front	
Speed (100fpm)	Up: 99 Down: 76	Down speeds need to be adjusted to OEM standards	
Flight Times (seconds)	Up: 14.4 Down: 20.2	Flight times in the down speed need to be adjusted	
Door Times (seconds)	Open: 3.1 Close: 3.2	Door times within range.	
Hall/Car Dwell Time (seconds)	Hall: 4.0 Car: 3.0	Hall and car dwell times are within range.	
Nudging Time (seconds)	Buzzer: Y N Voice: <input checked="" type="radio"/> N	Nudging is within working range	
Door Pressure (<= 30 lbs.)	<30	Door pressure is within range	
Testing	8/23/2017	Testing needs to be completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire Service log in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 355-Savage Volunteer Fire Station-8521 Corridor Rd Elevator 1 Punch List			
#	Item	Completed	Notes
1	Down speed needs to be adjusted to OEM standards		
2	Flight time in down speed need to be adjusted		
3	Testing needs to be completed		
4	MCP needs to be in machine room		

Bldg. 347-Robinson Nature Center-6692 Cedar Lane

There are two (2) units at 6692 Cedar Lane. Elevator 1 is a Traction Passenger Elevator with a capacity of 2,500 pounds, traveling speed of 100 fpm and serving 2 landings. This unit contains an original KONE Ecospace Control System and a Gearless KONE Ecospace Machine that were both in good working order. The unit was in good working order during the onsite audit. The second unit is a chair lift with a capacity of 750 pounds and serves 2 landings. This unit contains an original Access Ability Controller and original Machine Assembly. Condition on this unit is unknown.



KONE Ecospace Controller installed on Elevator 1



Access Ability Wheel Chair Lift

EQUIPMENT TYPE AND CONDITION**Bldg. 347-Robinson Nature Center-6692 Cedar Lane****Elevator 1**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	Kone Ecospace	Good	Original install 2011
Machine Assembly	Kone Ecospace	Good	Original
Cable Assembly	Kone Cables (mm)	Good	Original
Car Assembly/Guide System	Slide Guides	Fair	Original
Buffer System	Spring	Good	Original
Door Operation System	Kone	Good	Original
Door Protection System	Formula System	Good	Original
Door Restrictor	Mechanical	Good	Original
Hoistway Entrance Assemblies	42" x 84" 1SCO	Good	Original
Cab Assembly	Plastic	Good	Original
Signal Assemblies	Stainless	Good	Original
Code Data Plate	Yes	Elevator Service Provider: Otis	
Wiring Diagram	Yes	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	2500#	Passenger	
Floors Served	G to M to 1	3 Landings; 3 Front	
Speed (150 fpm)	Up: 145 Down: 145	Speeds within range	
Flight Times (seconds)	Up: 6.2 Down: 6.3	Flight times within range	
Door Times (seconds)	Open: 2.0 Close: 3.0	Check door closing time	
Hall/Car Dwell Time (seconds)	Hall: 20.0 Car: 10.0	Hall and car dwell times need to be adjusted	
Nudging Time (seconds)	Buzzer: <input checked="" type="checkbox"/> N Voice: <input checked="" type="checkbox"/> N	Nudging is within working range	
Door Pressure (≤30 lbs.)	<30	Door pressure is within range	
Testing	1 yr: 1/9/2017 5 yr: 1/28/2016	Testing completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire service log found in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Good	Acceptable	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 347-Robinson Nature Center-6692 Cedar Lane Elevator 1 Punch List			
#	Item	Completed	Notes
1	Check door closing time		
2	Hall and car dwell times need to be adjusted		
3	MCP needs to be in machine room		

EQUIPMENT TYPE AND CONDITION**Bldg. 347-Robinson Nature Center-6692 Cedar Lane****Chair Lift**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	Access Ability	Fair	Original
Machine Assembly	Access Ability	Fair	Original
Hoistway Entrance Assemblies	36" x 66" SOSWING	Fair	Original
Cab Assembly	Steel	Fair	Original
Signal Assemblies	Stainless	Fair	Original
Elevator Service Provider: Otis			
PERFORMANCE			
Capacity	750#	Passenger	
Floors Served	M to 1	2 Landings; 2 Front	
Speed (10 FPM)		Speeds within range	
Testing	1/9/2017	Testing completed	
MCP	No	MCP needs to be completed	
Housekeeping	Fair	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 347-Robinson Nature Center-6692 Cedar Lane Chairlift			
#	Item	Completed	Notes
1	MCP needs to be completed		

Bldg. 124-Grassroots Crisis Center-6700 Freetown Road

There is one (1) unit at 6700 Freetown Road. Elevator 1 is a Hydraulic Passenger Elevator with a capacity of 3,500 pounds, traveling speed of 125 fpm and serving 2 landings. This unit contains an original TKE TAC20 Controller and an original submersible hydraulic pump unit that are both in good working order. This unit was not running during our onsite audit but visually the equipment looked to be in good condition.



TKE TAC20 Controller installed on Elevator 1



TKE Valve installed on Elevator 1

EQUIPMENT TYPE AND CONDITION**Bldg. 124-Grassroots Crisis Center-6700 Freetown Road****Elevator 1**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	TAC 20	Good	Original install 2007
Machine Assembly	TKE	Good	Original. Submersible
Hydraulic Jack Assembly	TKE	Fair	Holeless
Car Assembly/Guide System	Slide Guides	Fair	Original
Buffer System	Spring	Fair	Original
Door Operation System	TKE	Good	Original
Door Protection System	Janus	Good	Original
Door Restrictor	Mechanical	Good	Original
Hoistway Entrance Assemblies	42" x 84" 1SSO	Good	Original
Cab Assembly	Steel	Good	Original
Signal Assemblies	Stainless	Good	Original
Code Data Plate	Yes	Elevator Service Provider: Otis	
Wiring Diagram	Yes	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	3500#	Passenger	
Floors Served	1 to 2	2 Landings; 2 Front	
Speed (125 fpm)	Up: 142 Down: 126	Speeds within range	
Flight Times (seconds)	Up: 12.4 Down: 12.2	Flight times need to be adjusted	
Door Times (seconds)	Open: 3.2 Close: 4.0	Door times within range	
Hall/Car Dwell Time (seconds)	Hall: 4.0 Car: 3.0	Hall and car call times are within range	
Nudging Time (seconds)	Buzzer: Y N Voice: Y N	Nudging is within working range	
Door Pressure (≤30 lbs.)	<30	Door pressure is within range	
Testing	8/28/2017	Testing completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire service log found in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	

Adjustment	Good	Acceptable
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MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 124-Grassroots Crisis Centger-6700 Freetown Rd Elevator 1 Punch List			
#	Item	Completed	Notes
1	Flight times need to be adjusted		
2	MCP needs to be in machine room		

Bldg. 56-Central Library-10375 Little Patuxent

There are two (2) units at 10375 Little Patuxent. Elevator 1 and 2 are both Hydraulic Passenger Elevators with a capacity of 3,500 pounds, traveling speed of 125 fpm and serving 2 landings. Both units contain original Dover Oildraulic Controllers and original Dover Submersible Hydraulic Pump Units that are in poor working order due to oil leaks at the seals. Overall, the two units are in poor to fair working order during the onsite.



Dover Valve on Elevators1 & 2



Dover Valve on Elevators1 & 2



Dover Oildraulic Controller on Elevators1 & 2

EQUIPMENT TYPE AND CONDITION**Bldg. 56-Central Library-10375 Little Patuxent Parkway****Elevator 1**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	Dover Oildraulic	Poor	Original Install 1979
Machine Assembly	Dover	Poor	Repair seals
Hydraulic Jack Assembly	Dover	Unknown	Original
Car Assembly/Guide System	Slide Guides	Fair	Original
Buffer System	Spring	Fair	Original
Door Operation System	Dover	Fair	Original
Door Protection System	Bumper	Poor	Original. Recommend electronic
Door Restrictor	None	Poor	Recommend installing
Hoistway Entrance Assemblies	42" x 84" 1SCO	Fair	Original
Cab Assembly	Plastic	Poor	Original
Signal Assemblies	Stainless	Fair	Original
Code Data Plate	No	Elevator Service Provider: Otis	
Wiring Diagram	Yes	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	3500#	Passenger	
Floors Served	L to 2	3 Landings; 3 Front; 3 Rear	
Speed (125fpm)	Up: 111 Down: 79	Speeds need to be adjusted to OEM standards	
Flight Times (seconds)	Up: 8.1 Down: 8.3	Flight times need to be adjusted	
Door Times (seconds)	Open: 2.1 Close: 7.1	Door times need to be adjusted	
Hall/Car Dwell Time (seconds)	Hall: 8.0 Car: 1.0	Hall and Car dwell times need to be adjusted	
Nudging Time (seconds)	Buzzer: Y Voice: Y	Nudging is not working	
Door Pressure (≤ 30 lbs.)	<30	Door pressure is within range	
Testing	4/21/2017	Testing completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire Service log in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Poor	Punch List	
Repair	Poor	Punch List	
Replacement	Poor	Punch List	
Adjustment	Poor	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 56-Central Library-10375 Little Patuxent Elevator 1 Punch List			
#	Item	Completed	Notes
1	Repair machine seals		
2	Install code data plate		
3	Need wiring diagram in machine room		
4	Speeds need to be adjusted		
5	Flight times need to be adjusted		
6	Door times need to be adjusted		
7	Hall & car dwell times need to be adjusted		
8	Nudging is not working		
9	MCP needs to be in machine room		

EQUIPMENT TYPE AND CONDITION**Bldg. 56-Central Library-10375 Little Patuxent Parkway****Elevator 2**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	Dover Oilraulic	Poor	Original Install 1979
Machine Assembly	Dover	Poor	Repair seals
Hydraulic Jack Assembly	Dover	Unknown	Original
Car Assembly/Guide System	Slide Guides	Fair	Original
Buffer System	Spring	Fair	Original
Door Operation System	Dover	Fair	Original
Door Protection System	Bumper	Poor	Original. Recommend electronic
Door Restrictor	None	Poor	Original. Recommend installing
Hoistway Entrance Assemblies	42" x 84" 1SCO	Fair	Original
Cab Assembly	Plastic	Poor	Original
Signal Assemblies	Stainless	Fair	Original
Code Data Plate	No	Elevator Service Provider: Otis	
Wiring Diagram	Yes	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	3500#	Passenger	
Floors Served	L to 2	3 Landings; 3 Front	
Speed (125 fpm)	Up: 126 Down: 106	Down speeds need to be adjusted	
Flight Times (seconds)	Up: 8.3 Down: 7.2	Flight times in the down speed need to be adjusted	
Door Times (seconds)	Open: 2.1 Close: 4.2	Door close time needs to be adjusted	
Hall/Car Dwell Time (seconds)	Hall: 8.0 Car: 10.0	Hall and Car dwell times need to be adjusted	
Nudging Time (seconds)	Buzzer: Y Voice: Y	Nudging is not working	
Door Pressure (≤30 lbs.)	<30	Door pressure is within range	
Testing	4/21/2017	Testing completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire Service log in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Poor	Punch List	
Repair	Poor	Punch List	
Replacement	Poor	Punch List	
Adjustment	Poor	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 56-Central Library-10375 Little Patuxent Elevator 2 Punch List			
#	Item	Completed	Notes
1	Repair machine seals		
2	Install code data plate		
3	Down speed needs to be adjusted to OEM standards		
4	Flight times need to be adjusted		
5	Door time needs to be adjusted		
6	Hall and Car dwell times need to be adjusted		
7	Nudging is not working		
8	MCP needs to be in machine room		

Bldg. 029 Warfield Buildig-3410 Court House Drive

There are two (2) units at 3410 Court House Drive. Elevator 1 is a Hydraulic Passenger Elevator with a capacity of 2,500 pounds, traveling speed of 100 fpm and serving 2 landings. Elevator 1 contains an original Otis 211 Control System in good condition with a submersible hydraulic pump unit in good condition. The second unit is a Southworth material lift which is in fair condition. The two (2) units are in fair working order during the onsite.



Otis 211 Control System on Elevator 1



Otis Valve on Elevator 1

EQUIPMENT TYPE AND CONDITION**Bldg. 29-Warfield Bldg.-3410 Court House****Elevator 1**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	Otis 211	Good	Original install 1999
Machine Assembly	Otis	Good	Submersible
Jack Assembly	Holeless	Fair	Original
Car Assembly/Guide System	Slide	Fair	Original
Buffer System	Spring	Fair	Original
Door Operation System	OTIS	Fair	Original. Non Closed Loop
Door Protection System	OTIS OVL	Poor	May claim obsolescence
Door Restrictor	Mechanical	Good	Original
Hoistway Entrance Assemblies	42" x 84" 1SSO	Good	Original
Cab Assembly	Plastic	Fair	Original
Signal Assemblies	Stainless	Fair	Original
Code Data Plate	No	Elevator Service Provider: Otis	
Wiring Diagram	Yes	Where does phone go to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	2500#	Passenger	
Floors Served	LL to ML	2 Landings; 2 Front	
Speed (100 fpm)	Up: 96 Down: 103	Speeds are within range	
Flight Times (seconds)	Up: 13.8 Down: 15.4	Flight times are within range	
Door Times (seconds)	Open: 5.0 Close: 5.2	Door open and close times need to be checked	
Hall/Car Dwell Time (seconds)	Hall: 6.0 Car: 6.0	Car dwell time needs to be adjusted to 2-4 seconds	
Nudging Time (seconds)	Buzzer <input checked="" type="radio"/> Y <input type="radio"/> N Voice: Y <input checked="" type="radio"/> N	Nudging is within working range	
Door Pressure (≤30 lbs.)	<30	Door pressure is within range	
Testing	7/13/17	Testing is completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire service log found in machine room	
Housekeeping	Fair	Clean pit	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 029-Warfield Building 3410 Court House Drive Elevator 1 Punch List			
#	Item	Completed	Notes
1	Install code data plate		
2	Door open and close times need to be checked		
3	Car dwell time needs to be adjusted		
4	MCP needs to be in machine room		

EQUIPMENT TYPE AND CONDITION**Bldg. 029-Warfield Building-3410 Court House Drive****Material Life**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	SouthWorth	Fair	Original
Machine Assembly	SouthWorth Scissor Lift	Fair	Original
Signal Assemblies	Stainless	Fair	Original
PERFORMANCE			
Capacity	5000	Freight	
Floors Served	Ground to Dock	2 Landings	
Housekeeping	Fair	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 029-Warfield Building-3410 Court House Drive Material Lift Punch List			
#	Item	Completed	Notes
1	Needs maintenance		

Bldg. 003-Carroll/Ligon Building-3450 Courthouse Drive

There are three (3) units at 3450 Courthouse Drive. Elevator 1 is a Hydraulic Passenger Elevator with a capacity of 3,000 pounds, traveling speed of 220 fpm and serves 2 floors. Elevator 1 contains an Otis 211 MOD Control System installed in 2010 in good condition with a submersible hydraulic Otis Pump Unit in good condition installed in 2010. Elevator 2 is a Hydraulic Passenger Elevator with a capacity of 3,500 pounds, traveling speed of 120 fpm and serves 2 floors. Elevator 2 contains an original Otis HOCT Control System in fair condition and an original Submersible Otis Pump Unit in fair condition. Unit 3 is a PFlow material lift with a capacity of 2,000 pounds and serves 2 floors. Unit 3 contains an original PFlow Control System in fair condition and an original PFlow Pump Unit in fair condition. All three units are in fair to good working order during the onsite audit.



Otis 211 MOD Control System on Elevator 1



Otis Valve on Elevator 1



Otis HOCT Control System on Elevator 2



PFlow Freight Elevator 3

EQUIPMENT TYPE AND CONDITION

Bldg. 003-Carroll/Ligon Building-3450 Courthouse Drive



Elevator I

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	OTIS 211	Good	Installed 2010
Machine Assembly	OTIS	Good	Installed 2010. Submersible
Jack Assembly	OTIS	Unknown	Inground
Car Assembly/Guide System	Slide Guides	Fair	Original
Buffer System	Spring	Good	Original
Door Operation System	OTIS	Poor	Install 2010
Door Protection System	OTIS Lambda	Poor	Install 2010
Door Restrictor	Mechanical	Good	Install 2010
Hoistway Entrance Assemblies	42" x 84" 1SCO	Good	Original
Cab Assembly	Plastic	Good	Install 2010
Signal Assemblies	Stainless	Good	Install 2010
Code Data Plate	No	Elevator Service Provider: Otis	
Wiring Diagram	Yes	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	3000#	Passenger	
Floors Served	1 to 2	2 Landings; 2 Front	
Speed (220 fpm)	Up: 130 Down: 92	Speeds need to be adjusted	
Flight Times (seconds)	Up: 10.1 Down: 11.1	Flight times need to be adjusted	
Door Times (seconds)	Open: 2.1 Close: 3.4	Check door open and close times	
Hall/Car Dwell Time (seconds)	Hall: 6.0 Car: 3.0	Hall and car dwell times are within range.	
Nudging Time (seconds)	Buzzer: <input checked="" type="radio"/> Y <input type="radio"/> N Voice: <input checked="" type="radio"/> Y <input type="radio"/> N	Nudging is within working range	
Door Pressure (≤30 lbs.)	<30	Door pressure is within range	
Testing	4/13/2017	Testing completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire service log found in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 003-Carroll/Ligon Building-3450 Court House Drive Elevator 1 Punch List			
#	Item	Completed	Notes
1	Install code data plate		
2	Speeds need to be adjusted to OEM standards		
3	Flight times need to be adjusted		
4	Door times need to be adjusted		
5	MCP needs to be in machine room		

EQUIPMENT TYPE AND CONDITION**Bldg. 003-Carroll/Ligon Building-3450 Courthouse Drive****Elevator 2**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	OTIS HOCL	Fair	Original 1987
Machine Assembly	OTIS	Fair	Original. Submersible
Jack Assembly	OTIS	Unknown	Inground
Car Assembly/Guide System	Slide Guides	Fair	Original
Buffer System	Spring	Fair	Original
Door Operation System	OTIS	Poor	Original. May claim obsolescence.
Door Protection System	OTIS Lambda	Poor	Original. May claim obsolescence.
Door Restrictor	Mechanical	Good	Original
Hoistway Entrance Assemblies	42" x 84" 1SCO	Good	Original
Cab Assembly	Plastic	Fair	Original
Signal Assemblies	Stainless	Fair	Original
Code Data Plate	No	Elevator Service Provider: Otis	
Wiring Diagram	Yes	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	3500#	Passenger	
Floors Served	B1 to 2	3 Landings; 3 Front	
Speed (120fpm)	Up: 130 Down: 144	Speeds within range	
Flight Times (seconds)	Up: 10.7 Down: 11.3	Flight times need to be adjusted.	
Door Times (seconds)	Open: 3.4 Close: 3.8	Doortimes need to be adjusted	
Hall/Car Dwell Time (seconds)	Hall: 6.0 Car: 3.0	Hall and car dwell times are within range.	
Nudging Time (seconds)	Buzzer: Y  Voice: Y 	Nudging is not working	
Door Pressure (≤30lbs.)	<30	Door pressure is within range	
Testing	4/13/2017	Testing completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	No	Fire service needs to be installed. Need Phase 1/ Phase 2 installed	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 003-Carroll/Ligon Building-3450 Court House Drive Elevator 2 Punch List			
#	Item	Completed	Notes
1	Install code data plate		
2	Flight times need to be adjusted		
3	Door times need to be adjusted		
4	Nudging is not working		
5	MCP needs to be in machine room		
6	Fire service needs to be installed		

EQUIPMENT TYPE AND CONDITION**Bldg. 003-Carroll/Ligon Building-3450 Courthouse Drive****Material Lift**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	PFlow	Fair	Original
Machine Assembly	PFlow	Fair	Original
Cable Assembly	Pflow	Fair	Holeless
Hoistway Entrance Assemblies	78" x 86" Swing	Fair	Original
PERFORMANCE			
Capacity	2000#	Freight	
Floors Served	B to G	2 Landings; 1 Front; 1 Rear	
Housekeeping	Poor	N/A	
Lubrication	Poor	N/A	
Repair	Poor	N/A	
Replacement	Poor	N/A	
Adjustment	Poor	N/A	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 003-Carroll/Ligon Building-3450 Court House Drive Material Lift Punch List			
#	Item	Completed	Notes
1	Needs maintenance		

Bldg. 044-Library Administration Building-9411 Fredrick Road

There is one (1) unit at 9411 Fredrick Road. Elevator 1 is a Traction Passenger Elevator with a capacity of 2,500 pounds, traveling speed of 150 fpm and serving 2 landings. This unit contains an Otis Gen2 Control System that was installed in 2014 in good condition and an original Otis Gen2 Gearless Traction Machine that was in good working order. This unit was in good working order during the onsite audit.



Otis Gen2 Control System on Elevator 1



Otis Gen2 Control System on Elevator 1

EQUIPMENT TYPE AND CONDITION

Bldg. 044-Library Administration Building-9411 Frederick Road

Elevator 1

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	OTIS Gen2	Good	Original Installed 2014
Machine Assembly	OTIS Gen2	Good	Original. Gearless
Cable Assembly	Belts	Good	Original
Car Assembly/Guide System	Slide Guides	Fair	Original
Buffer System	Spring	Good	Original
Door Operation System	OTIS	Good	Original
Door Protection System	OTIS	Good	Original
Door Restrictor	Mechanical	Good	Original
Hoistway Entrance Assemblies	42"x96" 1SSO	Good	Original
Cab Assembly	Plastic	Good	Original
Signal Assemblies	Stainless	Good	Original
Code Data Plate	Yes	Elevator Service Provider: OTIS	
Wiring Diagram	Yes	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	2500#	Passenger	
Floors Served	G to 2	2 Landings; 2 Front	
Speed (150 FPM)	Up: 146 Down: 146	Speeds within range	
Flight Times (seconds)	Up: 7.2 Down: 8.2	Flight times need to be adjusted	
Door Times (seconds)	Open: 3.2 Close: 4.1	Check door open and close time	
Hall/Car Dwell Time (seconds)	Hall: 4.0 Car: 4.0	Hall and car dwell times within range	
Nudging Time (seconds)	Buzzer: <input checked="" type="radio"/> N Voice: Y <input checked="" type="radio"/> N	Nudging is within working range	
Door Pressure (≤30 lbs.)	<30	Door pressure is within range	
Testing	1yr: 5yr: 2014	Testing needs to be completed.	
MCP	No	MCP needs to be in machine room	
Fire Testing	No	Fire service log needs to be in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 044-Library Administration Building-9411 Frederick Rd Elevator 1 Punch List			
#	Item	Completed	Notes
1	Flight times need to be adjusted		
2	Check door open and close time		
3	Testing needs to be completed.		
4	MCP needs to be in machine room		
5	Fire service log needs to be in machine room		

Bldg. 344-New Miller Library-9421 Fredrick Road

There are two (2) units at 9421 Fredrick Road. Elevators 1 and 2 are traction passenger elevators with a capacity of 4,000 pounds, travelling speed of 150 fpm and serving 2 landings. These two units contain original KONE Ecospace Control Systems and original KONE Ecospace Gearless Traction Machines. The two units were in good working order during the onsite audit.



Kone Ecospace Control System on Elevators 1 & 2

EQUIPMENT TYPE AND CONDITION**Bldg. 344-New Miller Library-9421 Frederick Road****Elevator 1**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	Kone Ecospace	Good	Original. Install 2011
Machine Assembly	Kone Ecospace	Good	Original
Cable Assembly	Kone	Good	Installed 2011
Car Assembly/Guide System	Slide Guides	Good	Original
Buffer System	Spring	Good	Original
Door Operation System	Kone	Good	Original
Door Protection System	Formula Systems	Good	Original
Door Restrictor	Mechanical	Good	Original
Hoistway Entrance Assemblies	48" x 84" 1SCO	Good	Original
Cab Assembly	Plastic	Good	Original
Signal Assemblies	Stainless	Good	Original
Code Data Plate	Yes 2007	Elevator Service Provider: Otis	
Wiring Diagram	Yes	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	4000#	Passenger	
Floors Served	1 to 2	2 Landings; 2 Front; 2 Rear	
Speed (150fpm)	Up: 148 Down: 149	Speeds within range	
Flight Times (seconds)	Up: 13.2 Down: 11.7	Flight times within range	
Door Times (seconds)	Open: 2.2 Close: 3.1	Door close time needs to be checked	
Hall/Car Dwell Time (seconds)	Hall: 6.0 Car: 4.0	Hall and Car dwell times are within range	
Nudging Time (seconds)	Buzzer: <input checked="" type="radio"/> Y <input type="radio"/> N Voice: <input checked="" type="radio"/> Y <input type="radio"/> N	Nudging is within working range	
Door Pressure (≤30 lbs.)	<30	Door pressure is within range	
Testing	1 yr: 5 yr: 10/18/17	Testing needs to be completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire service log found in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 344-New Miller Library-9421 Frederick Rd Elevator 1 Punch List			
#	Item	Completed	Notes
1	Check door open and close times		
2	Testing needs to be completed.		
3	MCP needs to be in machine room		

EQUIPMENT TYPE AND CONDITION**Bldg. 344-New Miller Library-9421 Frederick Road****Elevator 2**

ELEVATORSUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	Kone Ecospace	Good	Original. Install 2011
Machine Assembly	Kone Ecospace	Good	Original
Cable Assembly	Kone	Good	Installed 2011
Car Assembly/Guide System	Slide Guides	Good	Original
Buffer System	Spring	Good	Original
Door Operation System	Kone	Good	Original
Door Protection System	Formula Systems	Good	Original
Door Restrictor	Mechanical	Good	Original
Hoistway Entrance Assemblies	48" x 84" 1SCO	Good	Original
Cab Assembly	Plastic	Good	Original
Signal Assemblies	Stainless	Good	Original
Code Data Plate	Yes 2007	Elevator Service Provider: Otis	
Wiring Diagram	Yes	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	4000#	Passenger	
Floors Served	1 to 2	2 Landings; 2 Front; 2 Rear	
Speed (150fpm)	Up: 144 Down: 144	Speeds within range	
Flight Times (seconds)	Up: 12.1 Down: 11.8	Flight times within range	
Door Times (seconds)	Open: 2.6 Close: 3.1	Check door open and close times	
Hall/Car Dwell Time (seconds)	Hall: 6.0 Car: 4.0	Hall and Car dwell times are within range	
Nudging Time (seconds)	Buzzer: Y <input checked="" type="checkbox"/> Voice: Y <input type="checkbox"/> N	Nudging is not working	
Door Pressure (≤30 lbs.)	<30	Door pressure is within range	
Testing	1 yr: 5 yr: 10/17/16	Testing needs to be completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	No	Fire service log needs to be in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 344-New Miller Library-9421 Frederick Rd Elevator 2 Punch List			
#	Item	Completed	Notes
1	Check door open and close times		
2	Nudging is not working		
3	MCP needs to be in machine room		
4	Fire service log needs to be in machine room		

Bldg. 001-Circuit Court House-8360 Court House Drive

There are three (3) units at 8360 Court House Drive. Elevators 1 and 2 are Hydraulic Passenger Elevators with a capacity of 2,500 pounds, traveling speed of 125 fpm and serving 5 landings. These two units contain original US Elevator Control Systems in fair condition and US Elevator Submersible Hydraulic Machines in fair condition. These two units were in fair working order during the onsite audit. The third unit is a Garaventa chair lift with a 750 pound capacity serving 2 landings.



US Elevator Control System on Elevators 1 & 2



US Elevator Valve on Elevators 1 & 2



Garaventa Chair Lift Control System

EQUIPMENT TYPE AND CONDITION

Bldg. 001-Circuit Court House-8360 Court House Drive

Elevator 1

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	US Elevator	Fair	Original Install 1983
Machine Assembly	US Elevator	Fair	Original. Submersible
Jack Assembly	US Elevator	Unknown	Inground
Car Assembly/Guide System	Roller	Fair	Original
Buffer System	Spring	Fair	Original
Door Operation System	GAL	Fair	Original
Door Protection System	Bumper	Poor	Original
Door Restrictor	Mechanical	Poor	Disabled
Hoistway Entrance Assemblies	36" x 84" 2SSO	Fair	Original
Cab Assembly	Plastic	Fair	Original
Signal Assemblies	Stainless	Fair	Original
Code Data Plate	No	Elevator Service Provider: Otis	
Wiring Diagram	Yes	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	2500#	Passenger	
Floors Served	G to 2R	5 Landings; 3 Front; 2 Rear	
Speed (125 fpm)	Up: 117 Down: 107	Speeds need to be adjusted	
Flight Times (seconds)	Up: 11.8 Down: 11.4	Flight times are within range	
Door Times (seconds)	F Open: 3.4 F Close:3.0 F Open: 3.1 F Close: 4.0	Check door open and close time	
Hall/Car Dwell Time (seconds)	Hall: 4.0 Car: 1.0	Car dwell time need to be adjusted	
Nudging Time (seconds)	Buzzer: Y Voice: Y	Nudging is not working	
Door Pressure (≤ 30 lbs.)	<30	Door pressure is within range	
Testing	5/1/2017	Testing completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire service log found in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 001-Circuit Court House-8360 Courthouse Drive Elevator 1 Punch List			
#	Item	Completed	Notes
1	Fix door restrictor		
2	Install code data plate		
3	Speeds need to be adjusted to OEM standards		
4	Check door open and close times		
5	Nudging is not working		
6	MCP needs to be in machine room		

EQUIPMENT TYPE AND CONDITION

Bldg. 001-Circuit Court House- 8360 Court House Drive

Elevator 2

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	US Elevator	Fair	Original Instal 1983
Machine Assembly	US Elevator	Fair	Original. Submersible
Jack Assembly	US Elevator	Unknown	Inground
Car Assembly/Guide System	Roller	Fair	Original
Buffer System	Spring	Fair	Original
Door Operation System	GAL	Fair	Original
Door Protection System	Bumper	Poor	Original
Door Restrictor	Mechanical	Poor	Disabled
Hoistway Entrance Assemblies	36" x 84" 1SCO	Fair	Original
Cab Assembly	Plastic	Fair	Original
Signal Assemblies	Stainless	Fair	Original
Code Data Plate	No	Elevator Service Provider: Otis	
Wiring Diagram	Yes	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	2500#	Passenger	
Floors Served	G to 2R	5 Landings; 3 Front; 2 Rear	
Speed (125 fpm)	Up: 126 Down: 151	Speeds within range	
Flight Times (seconds)	Up: 11.8 Down: 10.1	Flight times need to be adjusted	
Door Times (seconds)	F Open: 2.3 F Close: 3.1 F O pen: 2.4 F Close: 2.7	Check door open and close time	
Hall/Car Dwell Time (seconds)	Hall: 4.0 Car: 1.0	Car dwell time need to be adjusted	
Nudging Time (seconds)	Buzzer: Y N Voice: Y N	Nudging is not working	
Door Pressure (≤30 lbs.)	<30	Door pressure is within range	
Testing	5/1/2017	Testing completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire service log found in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 001-Circuit Court House-8360 Courthouse Drive Elevator 2 Punch List			
#	Item	Completed	Notes
1	Fix door restrictor		
2	Install code data plate		
3	Check door open and close times		
4	Car dwell time needs to be adjusted		
5	Nudging is not working		
6	MCP needs to be in machine room		

EQUIPMENT TYPE AND CONDITION

Bldg. 001-Circuit Court House-8360 nCourt House Drive

Chair Lift

ELEVATORSUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	N/A	Fair	Original Install 1983
Machine Assembly	N/A	Fair	Original
Signal Assemblies	Stainless	Fair	Original
PERFORMANCE			
Capacity	450#	Passenger	
Floors Served	N/A	G to 1	
Speed (10 FPM)		Speeds within range	
Testing	4/25/17	Testing completed	
MCP	No	Need MCP	
Housekeeping	Poor	Punch List	
Lubrication	Poor	Punch List	
Repair	Poor	Punch List	
Replacement	Poor	Punch List	
Adjustment	Poor	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 001-Circuit Court House-8360 Courthouse Drive Chairlift Punch List			
#	Item	Completed	Notes
1	Needs maintenance		

Bldg. 325-Public Safety Training Center-2180 Scott Wheeler Drive

There is one (1) unit at 2180 Scott Wheeler Drive. Elevator 1 is a Hydraulic Passenger Elevator with a capacity of 2,500 pounds, traveling speed of 100 fpm and serving 2 landings. This unit contains an original TKE TAC20 Control System in good working order and an original submersible TKE Power Unit in good condition. This elevator was in good working order during the onsite audit.



TKE TAC20 Control System on Elevator 1



TKE Valve on Elevator 1

EQUIPMENT TYPE AND CONDITION**Bldg. 325-Public Safety Training Center-2200 Scott Wheeler Drive****Elevator 1**

ELEVATOR SUB-SYSTEM	TYPE	CONDITION	NOTES
Controller Assembly	TKE TAC 20	Good	Original Install 2006
Machine Assembly	TKE	Good	Original. Submersible
Jack Assembly	TKE	Unknown	Inground
Car Assembly/Guide System	Slide Guide	Fair	Original
Buffer System	Spring	Good	Original
Door Operation System	TKE LD	Good	Original
Door Protection System	JANUS	Good	Original
Door Restrictor	Mechanical	Good	Original
Hoistway Entrance Assemblies	42" x 84" 1SSO	Good	Original
Cab Assembly	Plastic	Good	Original
Signal Assemblies	Stainless	Good	Original
Code Data Plate	Yes	Elevator Service Provider: Otis	
Wiring Diagram	Yes	Phone goes to: 911	
ADA Compliance	ADA compliant at time of installation		
PERFORMANCE			
Capacity	2500#	Passenger	
Floors Served	1 to 2	2 Landings; 2 Front	
Speed (100 fpm)	Up: 98 Down: 101	Speeds within range	
Flight Times (seconds)	Up: 11.2 Down: 10.8	Flight times within range	
Door Times (seconds)	Open: 2.8 Close: 3.6	Check door open and close time	
Hall/Car Dwell Time (seconds)	Hall: 6.0 Car: 6.0	Hall and car dwell times are within range	
Nudging Time (seconds)	Buzzer: Y <input checked="" type="radio"/> Voice: Y <input type="radio"/> N	Nudging is within working range	
Door Pressure (≤ 30 lbs.)	<30	Door pressure is within range	
Testing	9/15/2016	Testing needs to be completed	
MCP	No	MCP needs to be in machine room	
Fire Testing	Yes	Fire service log found in machine room	
Housekeeping	Poor	Punch List	
Lubrication	Fair	Punch List	
Repair	Fair	Punch List	
Replacement	Fair	Punch List	
Adjustment	Fair	Punch List	

MAINTENANCE RECOMMENDATIONS / PUNCH LIST

Bldg. 325-Public Safety Training Center-2200 Scott Wheeler Dr Elevator 1 Punch List			
#	Item	Completed	Notes
1	Check door open and close time		
2	Testing needs to be completed		
3	MCP needs to be in machine room		